



2018 Multifamily Uniform Application

NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 E. 11th St., Austin, TX 78701 Main Number: 512-475-3800 Email: Info@tdhca.state.tx.us
P.O. Box 13941, Austin, TX 78711 Toll Free: 800-525-0657 Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).





**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 1 a

Application Certification



2018 Multifamily Uniform Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: Brooks Haven Supportive Housing

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

Brooks Haven Ltd
Applicant Entity Name
[Signature]
Signature of Authorized Representative
Rick Sims
Printed Name
Executive Director
Title
8/17/2018
Date

By:

Sworn to and subscribed before me on the 30th day of August, 2018
by Rick Sims
(Personalized Seal)

[Signature] # 51566
Notary Public Signature
Louisiana
Notary Public, State of
Duval
County of
@ Life
My Commission Expires:
August 30, 2018
Date



Louisiana

SECRETARY
OF STATE

R. KYLE ARDOIN



HOME | QUICK LINKS

SEARCH



ELECTIONS &
VOTING

BUSINESS
SERVICES

NOTARY &
CERTIFICATIONS

HISTORICAL
RESOURCES

OUR
OFFICE

NOTARY & CERTIFICATIONS

+ Become a Louisiana Notary

+ Prepare for the Notary Exam

- File Notary Documents

What do I File?

Home > Notary & Certifications > File Notary Documents > Frequently Asked Questions

Print

FREQUENTLY ASKED QUESTIONS

▼ Are Louisiana notaries required to use a seal?

A Louisiana notary's signature is his seal.



Required for Tax Exempt Bond Developments only

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form

Mailing Address: P.O. Box 13941, Austin, TX 78711-3941

Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: _____

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, all remaining Parts of the Application, including the ESA, the Market Study, Property Condition Assessment and Appraisal, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that your Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing terms sheets) subsequent to submission may delay completion of Department staff's review or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Process Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

I request to be on the Board agenda selected below and pursuant to §10.201(2)(B) of the Uniform Multifamily Rules I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

Board Meeting Date:

- January 18, 2018
- February 22, 2018
- March 22, 2018
- April 26, 2018
- May 24, 2018
- June 28, 2018
- July 12, 2018
- July 26, 2018

75 Day Deadline:

- November 3, 2017
- December 8, 2017
- January 5, 2018
- February 9, 2018
- March 9, 2018
- April 13, 2018
- April 27, 2018
- May 11, 2018

September 6, 2018

June 22, 2018

October 11, 2018

July 27, 2018

November 8, 2018

August 24, 2018

December 6, 2018

September 21, 2018

An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 2

**Certification
of
Development Owner**

Certification, Acknowledgement, and Consent of Development Owner- §10.204(1)

The *Certification, Acknowledgement, and Consent of Development Owner* is included behind this tab.

****The form should be executed, notarized, and included in the full application document.****

The form for the certification will be posted to the Department's website at <http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>

Please indicate whether any of the following required disclosure on the *Certification, Acknowledgement, and Consent of Development Owner* (to be used for data capture for application processing):

§10.101(a)(2) - Undesirable Site Features

§10.101(a)(3) - Undesirable Neighborhood Characteristics

§10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

§10.901(17) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the *Undesirable Neighborhood Characteristics Report Packet (UNCR)* located on the Department's website

<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>

Certification, Acknowledgement, and Consent of Development Owner- §10.204(1)

The *Certification, Acknowledgement, and Consent of Development Owner* is included behind this tab.

****The form should be executed, notarized, and included in the full application document.****

The form for the certification will be posted to the Department's website at
<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>.

Please indicate whether any of the following required disclosure on the *Certification, Acknowledgement, and Consent of Development Owner* (to be used for data capture for application processing):

§10.101(a)(2) - Undesirable Neighborhood Characteristics

§10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction

§10.901(18) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding §10.101(a)(2) then submit the *Undesirable Neighborhood Characteristics Report Packet (UNCR)* located on the Department's website:

<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>

Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as "Applicant" or "Development Owner," whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov't Code, Chapter 552. This includes all Third Party reports, which will be posted in their entirety on the Department's website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§10.101 and 10.202 of the Uniform Multifamily Rules. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov't Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also

enforceable by the Department and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval that may affect the Applicant's competitive posture, an Applicant must disclose that in accordance with the Department's rules the aspects of the Development may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov't Code §2306.186, and as further described in §10.404 of the Uniform Multifamily Rules, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in Chapter 10, Subchapter F.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov't Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

Accessibility Requirements

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") must meet the requirements at 10 TAC §10.101(b)(8)(B)..

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include an assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.

Unused Credit or Penalty Fee *(select one box as applicable)*

The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §10.901(17) of the Uniform Multifamily Rules.

The Applicant certifies that no disclosure regarding §10.901(17) of the Uniform Multifamily Rules is necessary.

Termination of Relationship in an Affordable Housing Transaction *(select one box as applicable)*

The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

The Applicant certifies that no disclosure regarding §10.202(1)(M) of the Uniform Multifamily Rules is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (100) year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or

local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

Undesirable Site Features *(select one of the boxes as applicable)*

The Development **is not** located in an area with undesirable site features as further described in §10.101(a)(2) of the Uniform Multifamily Rules.

The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §10.101(a)(2) of the Uniform Multifamily Rules.

The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the QAP, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that regulates the proximity of such feature to a multifamily development is included in the Application.

The proposed Development **is** located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.

Undesirable Neighborhood Characteristics *(select one of the main boxes as applicable)*

The Development Owner certifies that the Development **is not** located in an area with any of the undesirable neighborhood characteristics described in §10.101(a)(3) of the Uniform Multifamily Rules and that no disclosure is necessary;

The Development Owner certifies that the Development **is** located in an area with the following undesirable neighborhood characteristic(s) and the Undesirable Neighborhood Characteristics Report is submitted with the Application (select all that apply):

in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

in a census tract or within 1,000 feet of any census tract in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

_____ is located in the attendance zones of an elementary, middle, or high school that does not have a 2017 Met Standard rating by the Texas Education Agency, unless the Development Site is subject to an Elderly Limitation.

The Development will include all of the mandatory Development amenities required in §10.101(b)(4) of the Uniform Multifamily Rules at no charge to all tenants (market rate and low-income) and written notice of such amenities will be provided to the tenants.

The Development will satisfy the minimum point threshold for common amenities as further described in §10.101(b)(5) of the Uniform Multifamily Rules. These amenities must be for the benefit of all tenants (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The tenant must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough tenant services, at no charge to the tenants, be accessible to all (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §10.101(b)(7) of the Uniform Multifamily Rules, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e).

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.

2018 Development Owner Certification, Acknowledgement and Consent

By:



Signature

Rick Sims

Printed Name

Executive Director

Title

8-31-2018

Date

THE STATE OF Louisiana §
Parish §
COUNTY OF Orachita §

Before me, a notary public, on this day personally appeared Rick Sims, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 2018

(Seal)


Notary Public Signature

ROBBY D. WILLIAMS
#51566



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 3

Certification of Applicant Eligibility

Applicant Eligibility Certification-§10.204(2)

X The *Applicant Eligibility Certification(s)* is included behind this tab.

§10.202 of the Uniform Multifamily Rules identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

n/a Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as "Applicant," whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov't Code, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department's Governing Board requiring strict performance, or the obtaining of injunctive relief.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD's System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has been convicted of a

2018 Applicant Eligibility Certification

state or federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

Neither Applicant nor any other member of the Development Team has breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

Neither Applicant nor any other member of the Development Team has misrepresented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov't Code, or a provision of Chapter 572 of the Tex. Gov't Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.

2018 Applicant Eligibility Certification

Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 10.

Neither Applicant nor any other member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, or Determination Notice for a Development..

Neither Applicant nor any other member of the Development team has been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid. .

Neither Applicant nor any other member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov't Code relating to Ex Parte Communication and further explained in §10.202(2)(A) of the Uniform Multifamily Rules.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov't Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov't Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that

2018 Applicant Eligibility Certification

has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Housing Tax Credit Program; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur or pay arising out of its decisions and actions concerning this Application for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but

not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.

The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

Signature of Authorized Representative

Anna Mariel Davis

Printed Name

Board Member

Title

8-15-2018

Date

Sworn to and subscribed before me on the

15th

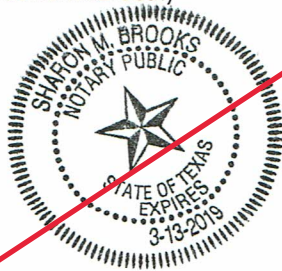
day of

AUGUST, 2018

by

Sharon M Brooks

(Personalized Seal)



Notary Public Signature

TEXAS

Notary Public, State of

MILAM

County of

3/13/2019

My Commission Expires:

8/15/2018

Date

The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

Bertha Roscoe

Signature of Authorized Representative

Bertha Roscoe

Printed Name

Secretary

Title

15 August 2018

Date

Sworn to and subscribed before me on the
by

15th

day of

AUGUST, 2018

(Personalized Seal)

Sharon M. Brooks

Notary Public Signature

TEXAS

Notary Public, State of

MILAM

County of

3/13/2019

My Commission Expires:

8/15/2018

Date



The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

[Handwritten Signature]

Signature of Authorized Representative

LEROY V. SWIFT

Printed Name

BOARD MEMBER

Title

8-15-18

Date

Sworn to and subscribed before me on the

15th

day of

AUGUST, 2018

by

(Personalized Seal)

Sharon M. Brooks

Notary Public Signature

TEXAS

Notary Public, State of

MILAM

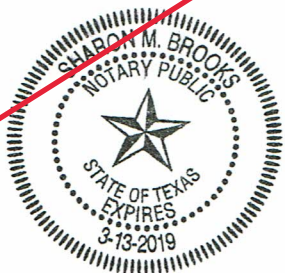
County of

3/13/2019

My Commission Expires:

8/15/2018

Date



The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

John Garcia

Signature of Authorized Representative

JOHN GARCIA

Printed Name

BOARD MEMBER

Title

08-15-18

Date

Sworn to and subscribed before me on the
by

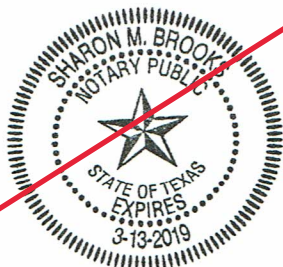
15th
0

day of

AUGUST, 2018

Sharon M. Brooks

(Personalized Seal)



Notary Public Signature

TEXAS

Notary Public, State of

MILAM

County of

3/13/2019

My Commission Expires:

8/15/2018

Date

The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

Dennis Brooks sr

Signature of Authorized Representative

Dennis Brooks sr

Printed Name

President

Title

8-14-18

Date

Sworn to and subscribed before me on the

14 day of

August, 2018

by

Dennis Brooks SR

(Personalized Seal)

[Signature]

Notary Public Signature

Texas

Notary Public, State of

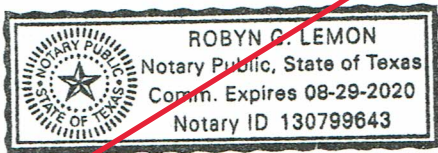
Brazos

County of

8/29/2020

My Commission Expires:

Date



The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

Brenda Williams

Signature of Authorized Representative

Brenda Williams

Printed Name

Board member

Title

8-16-2018

Date

Sworn to and subscribed before me on the
by

16TH day of

AUGUST, 2018

Sharon M. Brook

(Personalized Seal)

Notary Public Signature

TEXAS

Notary Public, State of

MILAM

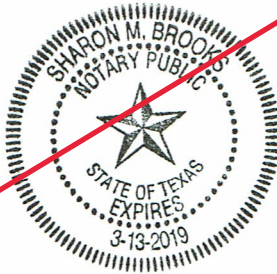
County of

3/13/2019

My Commission Expires:

8/16/2018

Date



The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

Irma M. Tafao

Signature of Authorized Representative

Irma M. Tafao

Printed Name

Broad Member

Title

8/16/18

Date

Sworn to and subscribed before me on the
by

16TH
0

day of

AUGUST, 2018

Sharon M. Brooks

(Personalized Seal)

Notary Public Signature

TEXAS

Notary Public, State of

MILAM

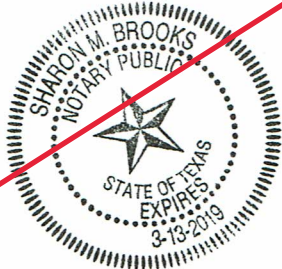
County of

3/13/2019

My Commission Expires:

8/16/2018

Date



The undersigned further certifies that he/she has the authority to execute this certification.

Brook Haven, Ltd

Applicant Entity Name

By:

Ellis Douglas Jr.

Signature of Authorized Representative

ELLIS DOUGLAS JR

Printed Name

BOARD MEMBER

Title

8-16-2018

Date

Sworn to and subscribed before me on the

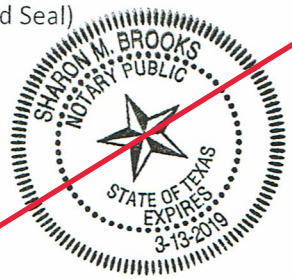
16TH day of

AUGUST, 2018

by

Sharon M. Brooks

(Personalized Seal)



Notary Public Signature

TEXAS

Notary Public, State of

MILLAM

County of

9/13/2019

My Commission Expires:

8/16/2018

Date

2018 Applicant Eligibility Certification

Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, §42 of the Internal Revenue Code, and §10.3 of the Uniform Multifamily Rules.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as "Applicant," whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov't Code, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department's Governing Board requiring strict performance, or the obtaining of injunctive relief.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD's System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has been convicted of a

2018 Applicant Eligibility Certification

state or federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

Neither Applicant nor any other member of the Development Team has breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

Neither Applicant nor any other member of the Development Team has misrepresented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov't Code, or a provision of Chapter 572 of the Tex. Gov't Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.

2018 Applicant Eligibility Certification

Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 10.

Neither Applicant nor any other member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, or Determination Notice for a Development..

Neither Applicant nor any other member of the Development team has been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid. .

Neither Applicant nor any other member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov't Code relating to Ex Parte Communication and further explained in §10.202(2)(A) of the Uniform Multifamily Rules.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov't Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov't Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that

2018 Applicant Eligibility Certification

has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Housing Tax Credit Program; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but

2018 Applicant Eligibility Certification

not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.



2018 Applicant Eligibility Certification

By: Bertha Roscoe

Signature of Authorized Representative

Bertha Roscoe

Printed Name

Secretary

Title

1-8-2019

Date

THE STATE OF TEXAS §

COUNTY OF MILAM §

Before me, a notary public, on this day personally appeared BERTHA ROSCOE, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8TH day of JANUARY, 2019



Sharon M. Brooks

Notary Public Signature

2018 Applicant Eligibility Certification

By: Anna Marie Davis

Signature of Authorized Representative

Anna Marie Davis

Printed Name

Board Member

Title

1-8-2019

Date

THE STATE OF TEXAS §

COUNTY OF MILAM §

Before me, a notary public, on this day personally appeared ANNE MARIE DAVIS, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8TH day of JANUARY, 2019



Sharon M. Brooks

Notary Public Signature

2018 Applicant Eligibility Certification

By: Dennis L. Brooks Sr.

Signature of Authorized Representative

DENNIS L. BROOKS SR.

Printed Name

President

Title

1-6-19

Date

THE STATE OF TEXAS §

COUNTY OF MILAM §

Before me, a notary public, on this day personally appeared DENNIS L. BROOKS SR., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JANUARY, 2019



Sharon M. Brooks

Notary Public Signature



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 4

Multifamily Direct Loan Certification

Multifamily Direct Loan Certification

X

Multifamily Direct Loan Certification is included behind this tab.

****The form should be executed, notarized, and included in the full application document.****

The form for the certification will be posted to the Department's website at
<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>.

Multifamily Direct Loan Certification

I (We) hereby make application to the Texas Department of Housing and Community Affairs (the "Department") for an award of Multifamily Direct Loan funds, which may be composed of HOME Investment Partnerships Program ("HOME"), Tax Credit Assistance Program Repayment Funds "TCAP RF," Neighborhood Stabilization Program Round 1 Program Income ("NSP1 PI"), and/or National Housing Trust Fund ("NHTF"). The undersigned hereby acknowledges that an award by the Department does not warrant that the Development is deemed qualified to receive such award. I (We) agree that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Multifamily Direct Loan; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decision concerning this application for Multifamily Direct Loan funds or the use of information concerning the Multifamily Direct Loan.

On behalf of the Applicant and all affiliates of the Applicant (hereinafter "Applicant"), I (We) hereby certify that the Applicant is familiar with the state Rules, as published in 10 TAC Chapters 1, 2, 10, and 13, as well as Chapters 11 and 12 as applicable. I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the Multifamily Direct Loan are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made and the Department may rely on any such statements.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant's competitive advantage, the Department will disqualify the Applicant and may hold the Applicant ineligible to apply for Multifamily Direct Loan funds or until any issue of restitution is resolved. If false information is discovered after the award of

Multifamily Direct Loan funds, the Department may terminate the Applicant's written agreement and recapture all Multifamily Direct Loan funds expended.

I (We) shall not, in the provision of services, or in any other manner discriminate against any person on the basis of age, race, color, religion, sex, national origin, familial status, or disability. Verification of any of the information contained in this application may be obtained from any source named herein.

I (We) have written below the name of the individual authorized to execute the Multifamily Direct Loan agreement and any and all future Multifamily Direct Loan commitments and contracts related to this application. If this individual is replaced by the organization, I (We) must inform the Department within 30 days of the person authorized to execute agreements, commitment and/or contracts on behalf of the Applicant.

I (We) certify that no person or entity that would benefit from the award of Multifamily Direct Loan funds has committed to providing a source of match.

I (We) certify that I (We) will meet, Texas Minimum Construction Standards, 2010 ADA Standards for Accessible Design, as well as the Fair Housing Accessibility Standards and Section 504 of the Rehabilitation Act of 1973 as further detailed in 10 TAC Chapter 1, Subchapter B. I (We) certify that the Development will meet all local building codes or standards that may apply as well as the Uniform Physical Conditions Standards in 24 CFR §5.705

I (We) certify that if Department funds have a first lien position in the project for which assistance is being requested, assurance of completion of the development will be provided in the form of payment and performance bonds in the full amount of the construction contract, running to the Department as obligee, or equivalent guarantee in the sole determination of the Department.

I (We) certify that if refinancing is a component of the proposed development the Applicant must confirm that Multifamily Direct Loan funds will not be used to replace loans, grants or other financing by any other Federal program, or in violation of the provisions of 10 TAC §13.3(e).

I (We) certify that if other federal or governmental assistance is used in the financing of this development I (We) will notify the Texas Department of Housing and Community Affairs.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy, I (We), am convicted of a violation under 8 U.S.C Section 1324a (f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Texas Government Code Section 2264.053, not later than the 120th day after the date TDHCA notifies Name of Applicant of the violation.

On behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR Part 92, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the HOME Investment Partnerships Program and all Developments eligible to receive HOME funds will comply with such rules during the application process and, in the event of award of HOME funds, for the duration of the proposed Development.

If applying under the Supportive Housing/Soft Repayment set-aside, on behalf of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions of the interim Housing Trust Fund rule, as published in 24 CFR Part 93, and other related administrative rules and regulations and court rulings issued by the Federal government or State of Texas with respect to the NHTF and all Developments eligible to receive NHTF funds will comply with such rules during the application process and, in the event of award of NHTF funds, for the duration of the proposed Development

Lead Based Paint

I (We) certify that documentation of compliance with the Texas Environmental Lead Reduction Rules in 25 TAC Chapter 295, Subchapter I or 24 CFR Part 35 (Lead Safe Housing Rule), as applicable, will be maintained in project files. I (We) understand that for Developments subject to 24 CFR Part 25, standard forms are available in the Federal Register , as indicated by the sources noted below.

- 1) Applicability 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from Lead Safe Housing Rule.
 - a) If the property is exempt, the file should include the reason for the exemption and no further documentation is required.
 - b) if the property is covered by the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:
 - i) Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to \$5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

- ii) Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based-paint inspection, risk assessment or paint testing;
- iii) Clearance Report 24 CFR §35.930(b) (3) – A report indicating a “clearance examination” was performed of the work site upon completion; and
- iv) Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant (hereinafter “Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Multifamily Direct Loan Notice of Funding Availability (NOFA) approved by the Department’s Governing Board on December 15, 2016, for which I (We) am applying.

I (We) understand that housing units subsidized by Multifamily Direct Loan funds must be affordable to low, very low or extremely low-income persons. I (We) understand that mixed income rental developments may only receive funds for units that meet the Multifamily Direct Loan affordability standards. I (We) understand that all Applications intended to serve persons with disabilities must adhere to the Department’s Integrated Housing Rule at 10 TAC §1.15.

I (We) understand that, pursuant to 10 TAC §13.11(p), all contractors, consulting firms, Borrowers, Development Owners and Contract Administrators must sign and submit the appropriate documentation with each draw to attest that each request for payment of Multifamily Direct Loan funds is for the actual cost of providing a service and that the service does not violate any conflict of interest provisions in 24 CFR Part 92.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the Department. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the Department in a satisfactory format on or before the application deadline for funds or other assistance pursuant to 10 TAC §1.3(b). I (We) certify that, the Development will meet the broadband infrastructure requirements of 81 FR 92626, and that these costs are included in the Application.

All applicants applying under the 2018-1 Multifamily Direct Loan Notice of Funding Availability (NOFA) must read and initial after each of the following sections regarding federal cross cutting requirements in the boxes below.

HUD Section 3

I (We) hereby agree that the work to be performed in connection with any award of HOME or NHTF funds is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. I (We) agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. For more information about HUD Section 3, please reference the TDHCA website dedicated to Section 3 at: <http://www.tdhca.state.tx.us/program-services/hud-section-3/index.htm>

RRS

(initial)

Environmental

I (We) understand that the environmental effects of each activity carried out with an award of HOME funds must be assessed in accordance with the provisions of National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §4321 et seq.) and the related activities listed in HUD’s implementing regulations at 24 C.F.R. parts 50, 51, 55 and 58 (NEPA regulations). Each such activity must have an environmental review completed and support documentation prepared complying with the NEPA and NEPA regulations. **No loan may close or funds be committed to an activity before the completion of the environmental review process, including the requirements of 24 CFR Part 58, and the Department has provided written clearance.**

The Department as the Responsible Entity must ensure that environmental effects of the property are assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities listed in HUD’s implementing regulations at 24 CFR Parts 50 and 58.

I (We) certify that all parties involved in any aspect of the development process began the project with no intention of using Federal assistance.

I (We) certify that as of the date of the Multifamily Direct Loan application all project work, other than as allowed in 24 CFR. Part 58, has ceased.

I (We) understand that the environmental effects of each activity carried out with an award of NHTF funds must be assessed in accordance with the provisions of CPD Notice 16-14.

I (We) certify that I (we) have read and understand the requirements in 24 CFR §58.22 or CPD Notice 16-14, and I (we) understand that **acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize any federal funding.**

I (We) certify that we will not engage in any choice limiting actions until the site has achieved Environmental Clearance as required in CPD Notice 16-14 or 24 CFR. Part 58, as applicable. **Choice-limiting activities include but are not limited to these examples:**

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
- Signing a construction contract.

RRS
(initial)

Relocation and Anti-Displacement

The property proposed for this Application is _____ is not _____ occupied. (check one)

If occupied, the occupant(s) are owners _____ tenants _____

Displacement of Existing Tenants

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and implementing regulations at 49 CFR Part 24. Consistent with the goals and objectives of activities assisted under the Act and HUD Handbook 1378, if the Development is eligible for federal funds the Applicant must prepare and submit the following to TDHCA with the Multifamily Uniform Application:

- 1) A detailed explanation of the reasons for displacement relocation;
- 2) A detailed plan of the relocation, including evidence of comparable replacement housing;
- 3) A copy of the General Information Notice (signed by the tenant or sent Certified Mail, return recipient requested) sent to all tenants on the Rent Roll listed with the Multifamily Direct Loan Application, and
- 4) Estimated costs and funding sources available to complete the permanent relocation.

Demolition and Conversion

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to 24 CFR Part 42 and Development Owner will replace all occupied and vacant

2018 Multifamily Direct Loan Certification

I (We) certify that I (we) have read and understand the requirements in 24 CFR §58.22 or CPD Notice 16-14, and I (we) understand that **acquisition of the site, even with non-HUD funds, prior to completion of the environmental review process will jeopardize any federal funding.**

I (We) certify that we will not engage in any choice limiting actions until the site has achieved Environmental Clearance as required in CPD Notice 16-14 or 24 CFR. Part 58, as applicable. **Choice-limiting activities include but are not limited to these examples:**

- Acquisition of land, except through the use of an option agreement, regardless of funding source;
- Closing on loans including loans for interim financing;
- Signing a construction contract.

RRS

(initial)

Relocation and Anti-Displacement

The property proposed for this Application is _____ is not occupied. (check one)

If occupied, the occupant(s) are owners _____ tenants _____

Displacement of Existing Tenants

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and implementing regulations at 49 CFR Part 24. Consistent with the goals and objectives of activities assisted under the Act and HUD Handbook 1378, if the Development is eligible for federal funds the Applicant must prepare and submit the following to TDHCA with the Multifamily Uniform Application:

- 1) A detailed explanation of the reasons for displacement relocation;
- 2) A detailed plan of the relocation, including evidence of comparable replacement housing;
- 3) A copy of the General Information Notice (signed by the tenant or sent Certified Mail, return recipient requested) sent to all tenants on the Rent Roll listed with the Multifamily Direct Loan Application, and
- 4) Estimated costs and funding sources available to complete the permanent relocation.

Demolition and Conversion

I (We) certify that that the work to be performed in connection with any award of federal funds is subject to 24 CFR Part 42 and Development Owner will replace all occupied and vacant

occupiable low-income housing that is demolished or converted to a use other than low-income housing as a direct result of the project. All replacement housing will be provided within three (3) years after the commencement of the demolition or conversion. Before receiving a commitment of federal funds for a project that will directly result in demolition or conversion, the project owner will make the information public in accordance with 24 CFR Part 42 and submit the information to TDHCA along with the following information in writing at application:

- 1) The location map, address, and number of dwelling units by bedroom size of lower income housing that will be demolished or converted to use other than as lower income housing as a direct result of the project;
- 2) A time schedule for the commencement and completion of the demolition and conversion;
- 3) To the extent known, the location, map, address, and number of dwelling units by bedroom size of the replacement housing that has been or will be provided;
- 4) The amount and source of funding and a time schedule for the provision of the replacement housing;
- 5) The basis for concluding that the replacement housing will remain lower income housing beyond the date of initial occupancy;
- 6) Information demonstrating that any proposed replacement of housing units with similar dwelling units (e.g. a 2-bedroom unit with two 1-bedroom units) or any proposed replacement of efficiency or SRO units with units of a different size is appropriate and consistent with the housing needs of the community; and
- 7) The name and title of the person or persons responsible for tracking the replacement of lower income housing and the name and title of the person responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any housing or the conversion of lower-income housing to another use.

RRS

(initial)

By: [Signature]
Signature of Authorized Representative

Rick Sims
Printed Name

Executive Director
Title

8.31.2018
Date

THE STATE OF ~~TEXAS~~ Louisiana §
Parish §
COUNTY OF Ouachita §

Before me, a notary public, on this day personally appeared Rick Sims, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August, 2018

(Seal)

[Signature]
Notary Public Signature

ROBBY D. WILLIAMS
#51566



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 5

Applicant Information Page

Applicant Information Page

Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

1. Applicant Contact Information

Name: <u>Rick Sims</u>	Phone: <u>(318) 349-1588</u>	
	Office	Extension
Email: <u>rresims90@aol.com</u>	<u>(318) 349-1588</u>	
	Mobile	
Mailing Address: <u>420 Walnut St</u>		
Street		
<u>Minden</u>	<u>TX</u>	<u>71055</u>
City	State	Zip

2. Second Contact

Name: <u>Elida Butcher</u>	Phone: _____	
	Office	Extension
Email: <u>vanguardconsultantsinc@sdcus.com</u>	<u>(972) 832-8489</u>	
	Mobile	

3. Consultant Contact (if applicable)

Name: _____	Phone: _____	
	Office	Extension
Email: _____	_____	
	Mobile	
Mailing Address: _____		
Street		
_____	_____	_____
City	State	Zip



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 6

Self – Score

Competitive Housing Tax Credit Selection Self-Score

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

Criteria Promoting Development of High Quality Housing

Point Item Description	QAP Reference	Points Selected
Unit Sizes	§11.9(b)(1)(A)	0
Unit and Development Features	§11.9(b)(1)(B)	0
Sponsor Characteristics	§11.9(b)(2)	0
High Quality Housing Total		0

Criteria to Serve and Support Texans Most In Need

Point Item Description	QAP Reference	Points Selected
Income Levels of Tenants	§11.9(c)(1)	0
Rent Levels of Tenants	§11.9(c)(2)	0
Tenant Services	§11.9(c)(3)	10
Opportunity Index	§11.9(c)(4)	0
Educational Quality	§11.9(c)(5)	0
Underserved Area	§11.9(c)(6)	0
Tenant Populations with Special Needs	§11.9(c)(7)	0
Proximity to the Urban Core	§11.9(c)(8)	0
Serve and Support Texans Most in Need Total		10

Criteria Promoting Community Support and Engagement

Point Item Description	QAP Reference	Points Selected
Local Government Support	§11.9(d)(1)	
Commitment of Development Funding by Local Political Subdivision	§11.9(d)(2)	0
Declared Disaster Area	§11.9(d)(3)	0
Quantifiable Community Participation	§11.9(d)(4)	
Community Support from State Representative	§11.9(d)(5)	
Input from Community Organizations	§11.9(d)(6)	
Concerted Revitalization Plan	§11.9(d)(7)	
Community Support and Engagement Total		0

Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

Point Item Description	QAP Reference	Points Selected
Financial Feasibility	§11.9(e)(1)	0
Cost of Development per Square Foot	§11.9(e)(2)	12
Pre-application Participation	§11.9(e)(3)	0
Leveraging of Private, State, and Federal Resources	§11.9(e)(4)	0
Extended Affordability	§11.9(e)(5)	0
Historic Preservation	§11.9(e)(6)	0
Right of First Refusal	§11.9(e)(7)	0
Funding Request Amount	§11.9(e)(8)	0
Efficient Use of Limited Resources and Applicant Accountability Total		12
Point Deductions	§11.9(f)	

Total Application Self Score

22



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 7

Site Information Form (Part I)

Site Information Form Part I

Self Score Total:

1. Development Address (All Programs)

Address

City

Region

Zip

County

Rural/Urban

Region

Zip

County

Rural/Urban

2. Census Tract Information (All Programs)

Census Tract Number
(11 digits)

Yes No
QCT?

Median Household Income:
32,475.00

Quartile:

Poverty Rate:

20.6

3. Resolutions (All Programs, if applicable) - §11.3

Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any **unchecked** item.

Twice the State Average Per Capita. The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(b))

One Mile Three Year Rule. The proposed Development is located outside an MSA or in a county with a population of less than one million **OR** is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(c))

Limitations on Developments in Certain Census Tracts. The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(d))

4. Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)] (All Programs)

Development Site is appropriately zoned?

Zoning Designation:

Flood Zone Designation:

Entire Development Site is outside the 100 year floodplain.

Site Information Form Part I

Self Score Total: 0

1. Development Address (All Programs)

NEC E. 4th at Pecan St. and NE of Wilhite Dr. at Maloy St. Rockdale
 Address City
8 76567 Milam Rural
 Region Zip County Rural/Urban

2. Census Tract Information (All Programs)

48331950700 ~~Yes~~ no Median Household Income: 32475.00 Quartile: 4q Poverty Rate: 20.6
 Census Tract Number QCT? The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.
 (11 digits)

3. Resolutions (All Programs, if applicable) - §11.3

- Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any **unchecked** item.
- Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))
 - One Mile Three Year Rule.** The proposed Development is located outside an MSA or in a county with a population of less than one million **OR** is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))
 - Limitations on Developments in Certain Census Tracts.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

4. Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)] (All Programs)

Development Site is appropriately zoned? Yes Zoning Designation: Residential
 Flood Zone Designation: C and A Entire Development Site is outside the 100 year floodplain. Yes

5. School Rating [§2306.6710(a)]; [§10.101(a)(3)(B)(iv)] (All Programs)

Residents of the proposed development will attend:

School Name	Grades X through X			Met Standard Rating?		
				2015	2016	2017
Rockdale Elementary	E	through	2	Yes	Yes	Yes
Rockdale Int	3	through	5	Yes	Yes	Yes
Rockdale Jr	6	through	8	Yes	Yes	Yes
Rockdale High	9	through	12	Yes	Yes	Yes
		through				

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

If revised form submitted, date of submission: 10/10/2018






**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 8

Supporting Documentation for the Information (Part I)

Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified 
- Census Tract Map with Development Site Identified 
- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation 
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b



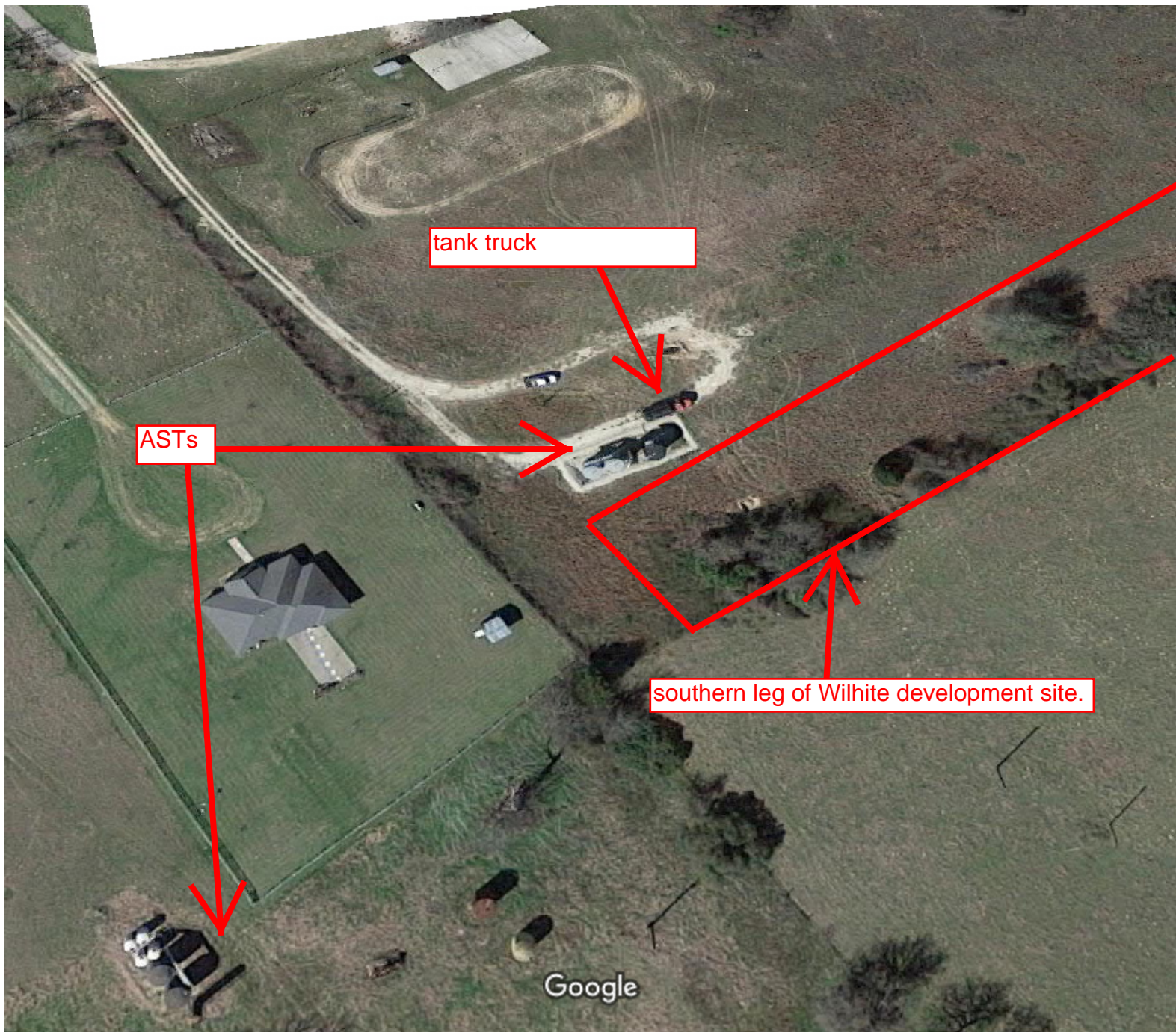
Inserted from feasibility report - bps



above ground storage tanks (ASTs). - bps

Site of four SFRs on 0.25 acre lots that must be resubdivided from the existing two lots of 0.5 acre, each, as identified by Milam CAD as (unnumbered) Pecan St. and 405 E 4th Ave. - bps

S10900 Hi Vue Block B, Lots 1-18 and Block C, Lots 5-12. The site only includes the area outlined in red. - bps



Imagery ©2017 Google, Map data ©2017 Google United States 50 ft

Inserted from Milam CAD - bps

Parcel Data Search Widget

Features Selected: 1 Zoom Clear

Owner Name: AMERICAN ACADEMY OF CRISIS COUNSELING
 Property ID: 12038
 Parcel ID:
 Geo ID: S10900-00B-01-00
 Legal Description: S10900 HI VUE BLK B LOT 1-18 , BLK C LOT 5-12
 Legal Acreage:
 situs_num:
 situs street prefix:

Layer List - Table of Contents

Layer Visibility

- Milam Layers
- Parcels
- Abstracts
- Lot Lines
- Watershed Districts

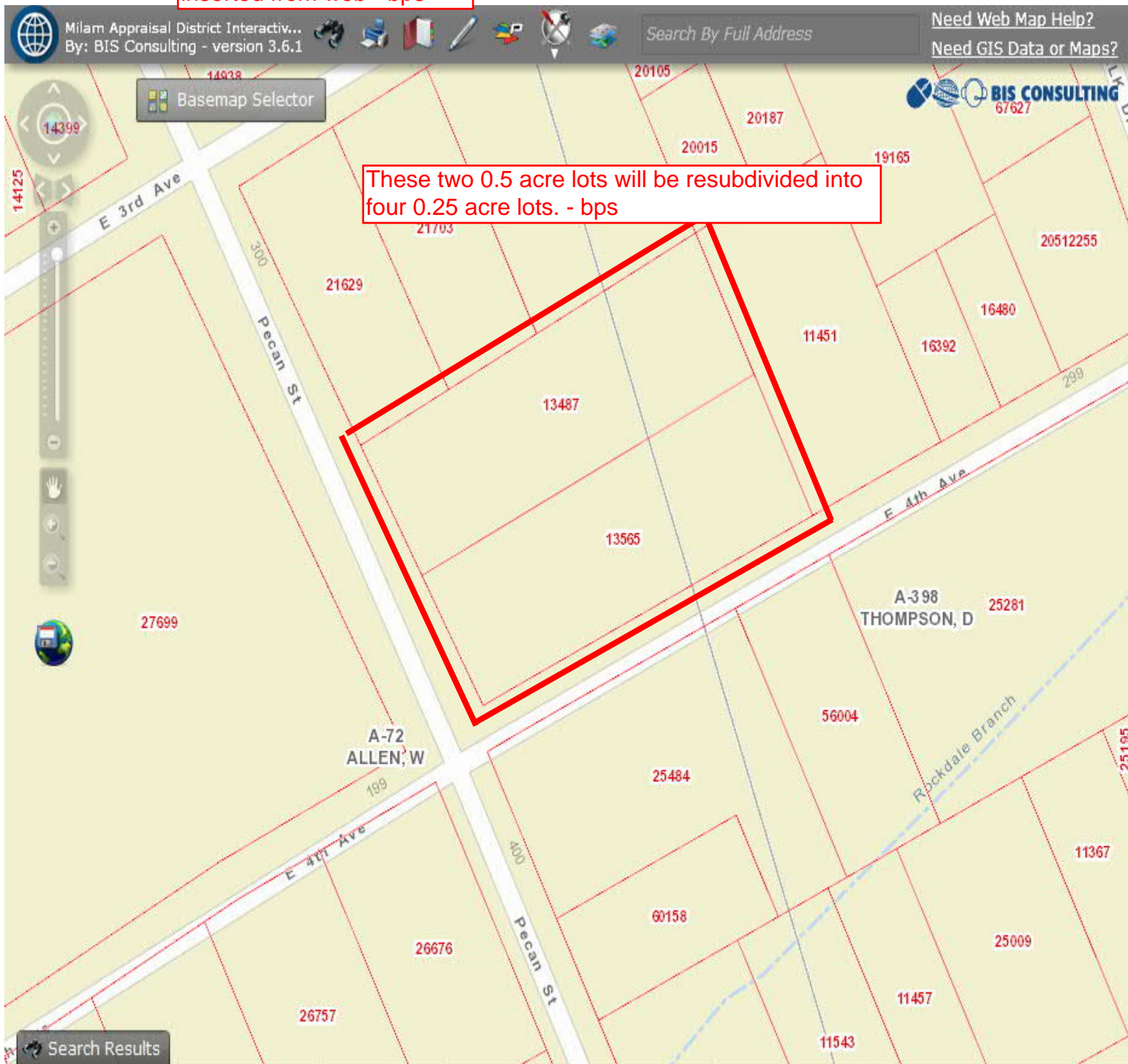
Search Results

Owner Name	Property ID	Parcel ID	Geo ID	Legal Description
AMERICAN ACADEMY OF CRISIS COUNSELING	12038		S10900-00B-01-00	S10900 HI VUE BLK B LOT 1-18 , BLK C LOT 5-12

Auto hide Lat:30.657354 Long:-96.993073 Export to CSV... Export to Txt... Export... Print

26 lots are in this site. - bps

inserted from web - bps



These two 0.5 acre lots will be resubdivided into four 0.25 acre lots. - bps

Owner Name	Property ID	Parcel ID	Geo ID	Legal Description
INSTITUTE FOR TEACHING GOD'S WORD	13487		S16000-00C-01-01	S16000 ORIGINAL TOWN- RD. BLK C LOT 1 N PT OF & ...

Auto hide Lat:30.653613 Long:-96.998129

Export to CSV... Export to Txt... Export... Print



HUD.GOV

U.S. Department of Housing and Urban Development
Secretary Julián Castro



HOME

ABOUT PD&R

RESEARCH & PUBLICATIONS

DATA SETS

INITIATIVES

QUICK LINKS

EVENTS



QUALIFIED CENSUS TRACTS

The 2015 Qualified Census Tracts (QCTs) are effective January 1, 2015. The 2015 designation uses data from the 2010 Decennial Census and three releases of 5-year tabulations from the American Community Survey (ACS): 2006-2010; 2007-2011; and 2007-2012. The revised designation methodology using three years of ACS data is explained in the Federal Register notice published October 3, 2014 (http://www.huduser.gov/portal/Datasets/QCT/DOA2015_Notice.pdf).

Enter an Address, city, state or tract

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline

Qualified Census Tracts (2014 Only)

Qualified Census Tracts (2015 Only)

Qualified Census Tracts (2014 & 2015)

LIHTC Project

QCT Options

16 Current Zoom Level

Show Tracts Outline (Zoom 11+)

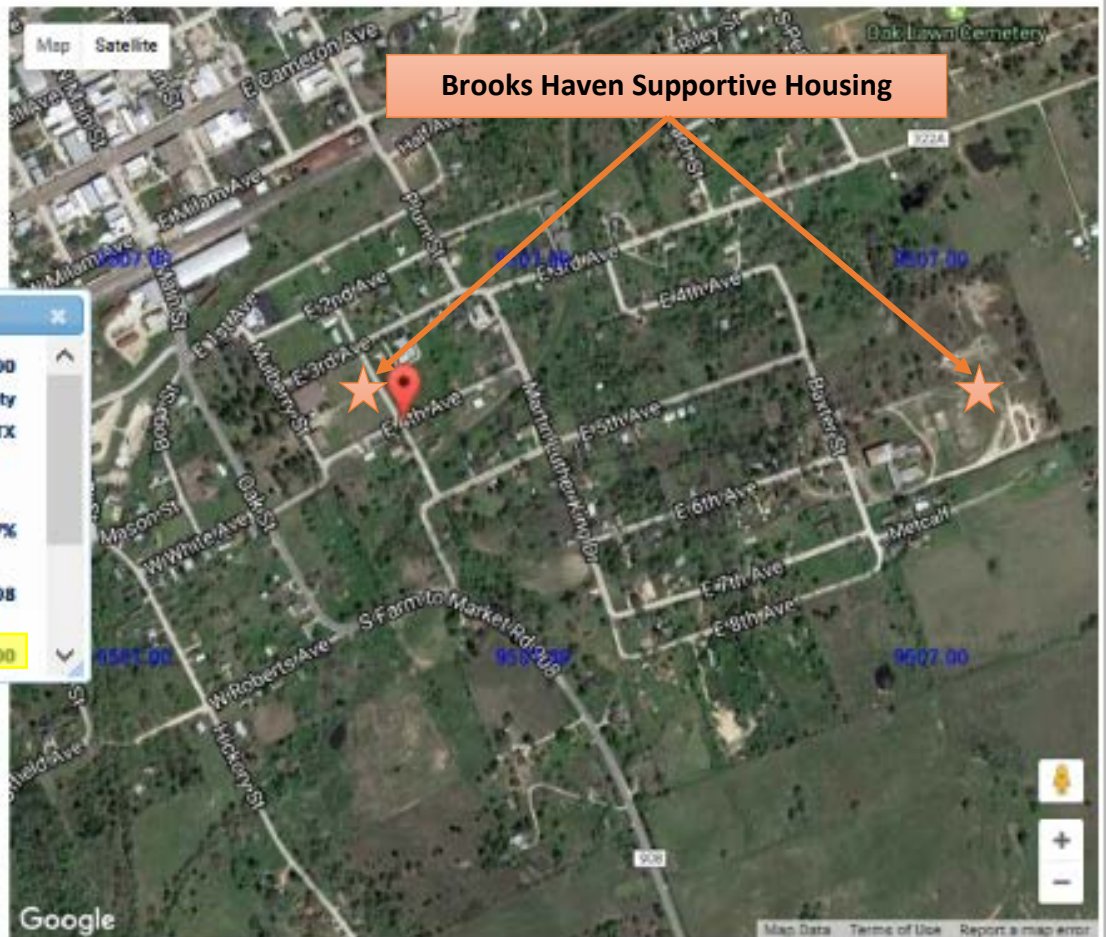
Show LIHTC Projects (Zoom 11+)

Color Qualified Tracts (Zoom 7+)

[Click here for full screen map](#)

Qualified Census Tract Information

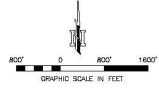
Tract	9507.00
County	Milam County
State	TX
Status (2014)	
Status (2015)	
Poverty Rate	24.7%
Ratio of Tract Median Income to Tract Income Limit	0.808
Full Tract Number	48331950700



History Grove
Cemetery

CITY OF ROCKDALE ZONING MAP

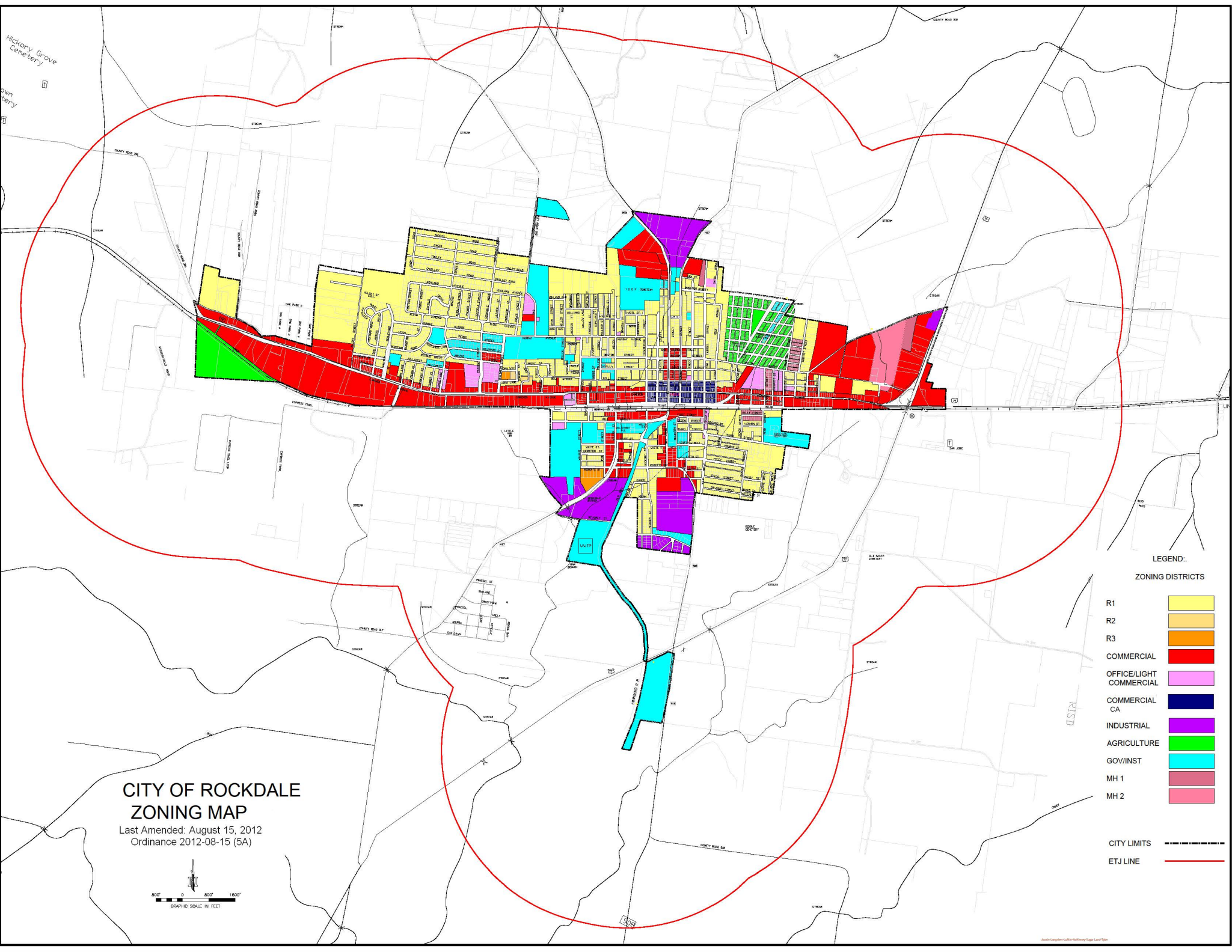
Last Amended: August 15, 2012
Ordinance 2012-08-15 (5A)



LEGEND: ZONING DISTRICTS

- R1
- R2
- R3
- COMMERCIAL
- OFFICE/LIGHT COMMERCIAL
- COMMERCIAL CA
- INDUSTRIAL
- AGRICULTURE
- GOV/INST
- MH 1
- MH 2

- CITY LIMITS
- ETJ LINE



R1SD

RDW

Section 5: Future Land Use

5.0 FUTURE LAND USE

5.1 GOALS AND OBJECTIVES

GOAL 5: Ensure that all new development (both residential and nonresidential) is consistent with demographic projections and enhances the quality of life.

Objective 5.1: Model the existing population, the work force demographic and regional growth rates on an as needed basis to develop an accurate planning basis.

Objective 5.2: Ensure enough land to accommodate multiple land uses and housing for residents of varying income levels.

Objective 5.3: Direct future land use so that it occurs as a consistent extension of the existing community.

Objective 5.4: Revise update, establish and enforce ordinances and codes to provide uniform requirements for all future development.

Objective 5.5: Ensure that land uses and their respective aesthetic value within the City of Rockdale makes a positive contribution to the area and to the City as a whole.

Objective 5.6: Promote the development of a nonresidential district characterized by small shops, restaurants, professional offices, and open space/parks.

5.2 OVERVIEW

The City's goal is to provide the best possible plan to ensure land use patterns promote optimum use of all areas within the City. The way property in Rockdale currently is used is shown on the Current Zoning Map (Map 5-1). The Future Land Use map, which is shown on Map 5-2, is an expression of intent regarding Rockdale's future land use patterns. This map identifies areas in the City Limits and its Extra Territorial Jurisdiction (ETJ) that is suitable for various types of land use activities, such as residential, retail, commercial, and industrial, while recognizing the public good must be predominant over individual desires.

Section 5: Future Land Use

5.0 FUTURE LAND USE

5.1 GOALS AND OBJECTIVES

GOAL 5: Ensure that all new development (both residential and nonresidential) is consistent with demographic projections and enhances the quality of life.

Objective 5.1: Model the existing population, the work force demographic and regional growth rates on an as needed basis to develop an accurate planning basis.

Objective 5.2: Ensure enough land to accommodate multiple land uses and housing for residents of varying income levels.

Objective 5.3: Direct future land use so that it occurs as a consistent extension of the existing community.

Objective 5.4: Revise update, establish and enforce ordinances and codes to provide uniform requirements for all future development.

Objective 5.5: Ensure that land uses and their respective aesthetic value within the City of Rockdale makes a positive contribution to the area and to the City as a whole.

Objective 5.6: Promote the development of a nonresidential district characterized by small shops, restaurants, professional offices, and open space/parks.

5.2 OVERVIEW

The City's goal is to provide the best possible plan to ensure land use patterns promote optimum use of all areas within the City. The way property in Rockdale currently is used is shown on the Current Zoning Map (Map 5-1). The Future Land Use map, which is shown on Map 5-2, is an expression of intent regarding Rockdale's future land use patterns. This map identifies areas in the City Limits and its Extra Territorial Jurisdiction (ETJ) that is suitable for various types of land use activities, such as residential, retail, commercial, and industrial, while recognizing the public good must be predominant over individual desires.

The highest and best use of land is inherently connected with transportation and economics. Simply put, roadways must have the capacity to allow people to experience various land uses. This is particularly important for nonresidential land uses because without access, their economic viability is questionable. Therefore, the Future Land Use Plan for Rockdale takes into consideration all of the other elements of the City Plan, especially Economic Development and Transportation.

5.2.1 Existing Land Use

Rockdale was a town formed at the end of the construction of the I & GN Railroad line. In May of 1874, Rockdale had enough citizens to call for an incorporation meeting. On May 8, 1874, the vote on incorporation passed for the Town of Rockdale by majority vote. The name was changed to the City of Rockdale in 1875. The town grew outward for the railroad as it's center. The town grew as a typical railroad town during the early years. In the early 1950's ALCOA was a contributor to growth in the town and surrounding area. This created new residential subdivisions within the city and new business growth. Map 5-1 shows the existing land use with the City Limits. Table 5-1 shows the enrollment in the Rockdale independent School District over the past few years. This shows enrollment within the district is sporadic with a slight decline over the past eight years. As the City grows, planning efforts must be responsive to Rockdale's past and future trends. The Future Land Use Plan is intended to blend these trends together to provide the City with a balanced land use pattern.

Table 5-1			
Rockdale Independent School District			
Year	Enrollment	Average Annual Growth	Average Growth 2002 to 2010
2002 - 2003	1895		-1.31%
2003 - 2004	1882	-0.69%	
2004 - 2005	1934	2.76%	
2005 - 2006	1936	0.10%	
2006 - 2007	1834	-5.27%	
2007 - 2008	1845	0.60%	
2008 - 2009	1703	-7.69%	
2009 - 2010	1753	2.94%	
2010 - 2011	1697	-3.19%	

Land use planning for Rockdale is influenced by zoning within the current City Limits and as well as the land use map in the existing City Plan. Table 5-2 shows the approximate breakdown of current zoning districts in relation to the lots within Rockdale.

Table 5-2 Current Zoning District Classifications and Percentages		
Zoning Category	Zoning Category	Percent of Lots
R-1	Single Family Residential	
R-1C	Residential 1 Commercial	0.00
R-1E	Residential 1 Estate	0.00
R-2	Residential Multi-Family	
R-3	Residential Multi-Plex	
M-1	Manufactured Home Subdivision	
M-2	Manufactured Home Park	
CA	Central Area	
C-1	Commercial-Light	
C-2	Commercial-Intense	
I	Industrial	
PUD	Planned Unit Development	0.00
GOV	Governmental	
A	Agricultural	

5.3 POPULATION

5.3.1 Rate of Population Growth

Estimating the future population of Rockdale is difficult. In recent years the population growth has been a slow increase over prior census. However, looking at the prior census years in Table 5-3 below it has been erratic.

Table 5-3 Population of Rockdale City				
1970 Census Population	1980 Census Population	1990 Census Population	2000 Census Population	2010 Census Population
4665	5611	5235	5439	5595

5.4 TYPES AND CONSIDERATIONS FOR LAND USE

The recommended Future Land Use Plan for Rockdale is shown on Map 5-2. As noted in its legend, land use categories (zoning districts) have been identified for each appropriate land use which may exist within the community. It is important to recognize that the Plan map is only the graphic portion of Rockdale's Future Land Use Plan. The map designations and key land use concepts are further supplemented and explained in the following text sections and the remainder of this City Plan.

5.4.1 Residential

5.4.1.1 Single Family Residential 1 – District “R-1”. (a) Purpose and Permitted Uses. Permits detached single family dwellings with a minimum of 1,000 square feet of living area, and related accessory structures, on a minimum lot size of 8,400 square foot.

(b) Additional Permitted Uses.

(c) Conditions and Limitations.

(i) Chart 1.

Zoning District	Min Lot SF Area	Min Lot Width	Front Setback	Side Setback	Street Side Setback	Rear Setback	Eave Height Limit	Impervious Cover
R-1	8,400	70 ft.	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
R-1C	8,400	70 ft.	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
R-1E	1 Acre	200 ft.	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
R-2	4,200 per dwelling	35 ft. per dwelling unit	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
R-3	2,000 per dwelling	80 ft.	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
M-1	7,500	70 ft.	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
M-2	4,200 per dwelling and 100' open space	35 ft. per dwelling unit	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
C-1	6,000	60 ft.	25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	70%
C-2	10,000	60 ft. single tenant, 100 ft multi-tenant	25 ft.	9 ft. against commercial 25 ft. against residential	25 ft.	25 ft.	35 ft.	70%
GOV			25 ft.	9 ft.	15 ft.	15 ft.	35 ft.	40%
CA	3,125	25 ft	0	0	0	0	35 ft.	100%
I	10,000	200 ft	25 ft. against industrial 50 ft. against residential	25 ft. against industrial 50 ft. against residential	25 ft. against industrial 50 ft. against residential	25 ft. against industrial 50 ft. against residential	35 ft.	80%
A	2 Acres	500 ft	25 ft.	25 ft.	25 ft.	25 ft.	35 ft.	40%
PUD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(ii) **Chart 2.**

Use	Number of Parking Spaces
Residential dwellings, single to multi-family, and manufactured homes	Two spaces minimum for each living unit, and one-half (1/2) space for each additional bedroom above four.
Warehouses, manufacturing plants and other similar commercial establishments not catering to the general public.	One space per 1,000 square feet of gross floor space.
Hotels, Motels and similar transient accommodations	One space per bedroom and one space for each two employees
Rest homes, Hospitals, Nursing Homes, Convalescent Homes, sanitariums, and similar uses.	One space for each two employees, and One space for each four patient beds
Bars, Cafes, Restaurants, Taverns, Night Clubs, and similar uses.	One space for every four seats provided for customer services
Banks, Offices, financial lending institutions, gasoline stations, personal service shops, retail establishments, shopping centers and similar uses catering to the general public.	One space for each 250 square feet of gross floor space.

(iii) A billboard, signboard, or advertising sign shall not be permitted as an accessory use; provided that the placing of and un-illuminated "For Sale" or "For Rent" sign not more than eight (8) square feet in area may be permitted as an accessory use, and churches and other institutions may display signs showing names, activities and services therein provided, and that during construction of a structure or building one (1) un-illuminated sign advertising contractors or architects on such premises shall be permitted provided that such sign shall not be more than eight (8) square feet in area and shall be set back of the established or customary building line, and such sign shall be removed immediately upon completion of the building.

(iv) All paved driveways shall be single use. No paving shall be allowed in the side setbacks of interior lots.

(d) Accessory Structures and Uses. Accessory Structures and Accessory Uses customarily incident to the single family residential use permitted in the district, that are located on the same lot with the primary residential structure, that are designed, constructed and located for a use permitted in the one-family district, and that are in compliance with this Ordinance and

all other applicable City ordinances, are permitted in the district; provided the same do not involve the conduct of any business or commercial enterprise and comply with each of the following requirements:

(i) a private garage may have a capacity for not more than (3) standard size automobiles, plus one hundred forty-four (144) square feet of storage space for goods and materials. Where the residential structure is two stories or greater, the private garage may have a second story containing an apartment or storage for use of the family constructed as an integral part of the main building and shall be subject to the regulations affecting the main building.

(ii) accessory structures that are one hundred forty-four (144) square feet and smaller shall not have a wall height greater than eight (8) feet. No building permit will be required.

(iii) all accessory structures larger than one hundred forty-four (144) square feet must:

- (a) have a roof line that is not greater in height than the roof line of the single family dwelling; and
- (b) have walls that are of a height no greater than the majority wall height of the primary structure; and
- (c) have a roof constructed of substantially the same color, slope and pitch as the roof of the single family dwelling; and
- (d) meet the setback requirements for the City of Rockdale; and
- (e) not cause the total lot coverage square feet to exceed the percentage specified earlier in this ordinance; and
- (f) exteriors of brick, stone, masonry, wood, masonite, hardy-plank and metal siding with a baked on enamel finish are permitted. Corrugated metal siding is not permitted; and
- (g) when the primary structure exterior is brick or stone or other masonry, the accessory structure exterior must be;
 - (i) at least forty (40) percent wainscot of the same material and design as the primary structure, or
 - (ii) the full front of structure must be of the same material and design as the primary structure; and
- (h) exterior sides must be of substantially the same color, or color matched with the primary structure; and
- (i) be compatible by architectural design and appearance with the single family dwelling or adjacent single family dwellings;

(iv) except for the single family dwelling, not more than one private garage, one carport, and one other accessory structure may be constructed on a single-family lot;

(v) a carport may be constructed on a single-family lot provided that it is color matched to the house, does not have a plate and roof height greater than the single family dwelling, meets the side setback requirements of this chapter and, is at least 5 feet from the property line at the entrance to the carport.

5.4.1.2 Residential 1 Commercial- District "R-1C". (a) Purpose and Permitted Uses. Permits detached single family dwellings with a minimum of 1,000 square feet of living area, and related accessory structures, on a minimum lot size of 8,400 square foot in which a light commercial use including professional services, personal services and sales of non-toxic or non-hazardous materials may occur similar to home occupations however may occur in a standalone building. No use in R-1 C shall have more than two employees.

(b) Additional Permitted Uses.

(i) Light Commercial Uses similar to home occupations.

(c) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

(iii) A billboard, signboard, or advertising sign shall not be permitted as an accessory use; provided that the placing of and un-illuminated "For Sale" or "For Rent" sign not more than eight (8) square feet in area may be permitted as an accessory use, and churches and other institutions may display signs showing names, activities and services therein provided, and that during construction of a structure or building one (1) un-illuminated sign advertising contractors or architects on such premises shall be permitted provided that such sign shall not be more than eight (8) square feet in area and shall be set back of the established or customary building line, and such sign shall be removed immediately upon completion of the building.

(iv) All paved driveways shall be single use. No paving shall be allowed in the side setbacks of interior lots.

(d) Accessory structures. See Section 5.4.1.1 (d).

5.4.1.3 Residential 1 Estate - District "R-1E". (a) Purpose and Permitted Uses. Permits detached single family dwellings with a minimum of 1,000 square feet of living area, and related accessory structures, on a minimum lot size of one acre. Residential development may occur without the need for sidewalks, curb and gutter and central wastewater.

(b) Additional Permitted Uses.

(c) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

(iii) A billboard, signboard, or advertising sign shall not be permitted as an accessory use; provided that the placing of and unilluminated "For Sale" or "For Rent" sign not more than eight (8) square feet in area may be permitted as an accessory use, and churches and other institutions may display signs showing names, activities and services therein provided, and that during construction of a structure or building one (1) unilluminated sign advertising contractors or architects on such premises shall be permitted provided that such sign shall not be more than eight (8) square feet in area and shall be set back of the established or customary building line, and such sign shall be removed immediately upon completion of the building.

(v) All paved driveways shall be single use. No paving shall be allowed in the side setbacks of interior lots.

5.4.1.4 Residential Multi-Family - District "R-2" Duplex, Triplex and Fourplex. (a) Purpose and Permitted Uses. Allows single-family dwellings two, three and four unit dwellings and any other use permitted in R1. The dwellings shall have a minimum of 600 feet of living space on a minimum lots size of 4,200 feet per dwelling unit.

(b) Additional Permitted Uses.

(c) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

(iii) A minimum of two (2) off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all weather asphalt, concrete, or paving stones, and curb and gutter.

(d) Accessory structures. . See Section 5.4.1.1 (d).

5.4.1.5 Residential Multi-Plex - District "R-3". (a) Purpose and Permitted Uses. Allows any use permitted in District R-2; and more than five dwelling units with a minimum living space of 600 feet on a minimum lot size of 2,000 square feet per dwelling unit.

(b) Additional Permitted Uses.

(c) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

(iii) A minimum of two (2) off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all weather asphalt, concrete, or paving stones, and curb and gutter.

(d) Accessory structures. See Section 5.4.1.1 (d).

5.4.2 Manufactured Home

5.4.2.1. Manufactured Home Subdivision - District "M-1". (a) Purpose and Permitted Uses. Property and areas of the City zoned "M-1" may be planned, used, approved, platted and occupied as a Manufactured Home Subdivision with lots sold and conveyed to individual lot owners. Land and areas of the City zoned "M-1" and having an approved subdivision plat may be used for manufactured homes having a minimum of 600 square feet of living area.

(b) Additional Permitted Uses.

(c) Conditions and Limitations.

(i) Manufactured Homes must have a minimum of six hundred (600) square feet of living area.

(ii) Manufactured Homes must be skirted within ninety (90) days from date installed.

(iii) Manufactured homes must be tied down securely and in compliance with applicable regulations prior to occupancy.

(v) See Chart 1.

(vi) See Chart 2.

(d) Authorized in Specified Areas. No manufactured home may be located in any District other than "M-1" or "M-2" District only.

(e) Standards. The installation, occupancy and maintenance of manufactured homes in the "M-1" district shall be subject to the following provisions.

(i) No outside horizontal dimension shall be less than 14 feet, except for original extensions or subsequent additions containing less than 50 percent of the total enclosed floor area.

(ii) The exterior siding material, excluding skirting, shall be nonmetallic.

(iii) The structures shall be of adequate quality and safe design, as certified by a label stating that the unit is constructed in conformance with the federal Mobile Home Construction and Safety Standards in effect on the date of manufacture, or other such applicable standards as required by state or federal law. Any such structure without such certification, but meeting all other requirements, may be accepted as safe and quality construction provided it meets the following criteria;

(A) All electrical material, devices, appliances, and equipment are in sound and safe condition. Aluminum conductors are not acceptable.

(B) All mechanical systems including space and water heating, are in sound and safe condition.

(C) All plumbing, gas piping, and wastewater systems are in sound and safe condition.

(D) The unit is in sound and safe structural condition. Uncompressed finish floorings greater than 1/8 inch in thickness beneath load-bearing walls that are fastened to the floor structure are not acceptable. Any such structure that shows signs of fire damage will not be acceptable.

(E) The determination of the foregoing acceptance of any non-certified unit shall be made by the Building Official and/or the Fire Marshall.

(iv) Manufactured homes shall be installed in accordance with the following criteria:

(A) By a person licensed by the State of Texas in compliance with state law, or the frame shall be supported by, and tied to, a foundation system capable of safely supporting the loads imposed as determined from the character of the soil. The minimum acceptable foundation design shall be a series of eight-inch grout-filled concrete block piers spaced no more than eight feet on center and bearing on 12" x 12" solid concrete footings. A tie-down and anchoring system separate and apart from the foundation ties shall be provided as recommended by the manufacturer, if different from the foundation ties.

(B) Axle and hitch assemblies shall be removed at the time of placement on the foundation.

(C) Each manufactured home shall be totally skirted with metal, masonry, pressure-treated wood, or other non-degradable material, which is compatible with the design and exterior materials of the primary structure.

(D) Electrical power supply shall be from a meter installation on the manufactured home, or from a permanent meter pedestal.

(E) Driveways and off-street parking shall be provided in accordance with the requirements for single-family dwellings.

(F) Garage and carport additions are permitted, provided they cover a paved parking area and are connected to a street by a paved drive, meet the minimum building setback requirements, and have roof and siding material compatible with the primary structure.

(G) Patio and porch covers are permitted, provided they cover an improved patio, deck, or porch, and meet the minimum building setback requirements.

(H) Living area additions are permitted, provided they meet the minimum building setback requirements, have roof and siding material that is compatible with the primary structure, and comply with the same structural standards as the primary structure.

(I) All accessory structures and additions shall comply with all applicable city ordinances.

(f) Site Development Regulations. The minimum lot width shall be 70.

(g) Accessory structures. See Section 5.4.1.1 (d).

5.4.2.2. Manufactured Home Park - District "M-2". (a) Purpose and Permitted Uses. Property and areas of the City zoned "M-2" may be planned, used, approved, platted and occupied as a Manufactured Home Park with lots held under common ownership and rented or leased to individual tenant occupants. Land and areas of the City zoned "M-2" and having an approved subdivision plat may be used for manufactured homes having a minimum of 600 square feet of living area.

(b) Additional Permitted Uses.

(i) One manufactured home on each approved space or lot.

(ii) Accessory buildings located on a lot for use by the owner or occupant of a structure that is located on such lot.

(iii) Recreational, civic and/or commercial facilities designed for exclusive use of the occupants of the Manufactured Home Park.

(iv) Accessory buildings for use by the owner or manager of the Manufactured Home Park.

(vi) One single-family dwelling unit on a 6,000 square foot or larger lot for use as the owner's or manager's residence.

(c) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

(iii) Design Requirements. A development designed as a manufactured home park shall meet all requirements of the manufactured home park ordinance of the city and all requirements of the city subdivision ordinance. The development shall include amenities and be designed for the explicit purpose of renting or leasing of sites and shall not be construed to permit the sale of such spaces or lots.

(iv) Conversion. At no time may a manufactured home park be converted to a manufactured home subdivision without first complying with all requirements of the city subdivision ordinance then in effect, receiving approval by the City Council, and being rezoned to M-1.

(v) Thru Traffic. No through traffic shall be permitted in a Manufactured Home Park.

(vi) Perimeter Fence. A perimeter fence shall be required, unless otherwise approved by the Commission.

(d) Standards. The installation, occupancy and maintenance of manufactured homes in the "M-2" district shall be subject to the following provisions: See Section 12.120; provided that the addition of garages, carports and additional living area is not permitted.

(e) Site Development Regulations. See Section 5.4.2.1 (f);

(f) Accessory structures. See Section 5.4.1.1 (d).

5.4.3 Commercial

5.4.3.1. Commercial-Light - District "C-1". (a) Purpose and Permitted Uses. This district allows the retail sale of goods and products to which value has been added on-site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed.

(i) Uses as determined by the Commission and the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that sale, store, distribute and/or repair goods, vehicles, equipment and materials, and are in general dependent on products and materials produced elsewhere.

(b) Conditions and Limitations.

(i) That it be conducted wholly within an enclosed building, except for delivery, gasoline sales, nurseries and garden centers.

(ii) That required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.

(iii) That all merchandise be new, first-hand and be sold on the premises, save and except for delivery only including catering.

(iv) That the use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused customer and employee vehicles, such odors, smoke, dust, noise or vibration be generally contained within the property.

(v) Signs (advertising) must be on the same lot as the business establishments to which they refer and shall not be placed within any required yard nor within twenty-five (25) feet of any Residential District. Signs may be illuminated but must be stationary and non-flashing. All signs shall comply with all applicable provisions of this Chapter and any other applicable ordinance of the City.

(vi) Establishments located on property that is within 300' of any property zoned for a residential use when the commercial use is first established may not to be open to the general public before 5:00 a.m. and must be closed to the general public by 10:00 p.m.

(vii) See Chart 1.

(viii) See Chart 2.

(c) Site Development Regulations.

(i) Development of any use permitted in the "C-1" District shall conform with the site development regulations established for that District.

(ii) Paved Sidewalks, driveways and parking areas are required.

(ii) Screening of loading and storage facilities is required.

5.4.3.2. Commercial-Intense - District "C-2". (a) Purpose and Permitted Uses. This district is intended to provide for commercial uses including the more intense commercial land uses not requiring an industrial zoning category, provided that such use shall when established be compatible with adjacent and neighboring residential areas and not create unreasonable traffic or land use conflicts. All uses permitted in the C-1 district are additional permitted uses.

(i) Uses as determined by the Commission and the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that sale, store, distribute and/or repair goods, vehicles, equipment and materials, and are in general dependent on products and materials produced elsewhere.

(b) Conditions and Limitations.

(i) That it be conducted within a building and/or outdoor area that is improved with concrete, asphalt pavement or other all weather surface and that is suitably landscaped, screened or fenced.

(ii) That the use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance.

(iii) Signs (advertising) must be on the same lot as the business establishments to which they refer and shall not be placed within twenty-five (25) feet of any Residential District. Signs may be illuminated but must be stationary and non-flashing. All signs shall comply with all applicable provisions of this Chapter and any other applicable ordinance of the City.

(iv) See Chart 1.

(v) See Chart 2.

(c) Site Development Regulations.

(i) Development of any use permitted in the "C-1" or "C-2" District shall conform with the site development regulations established for that District.

(ii) Paved Sidewalks, driveways and parking areas are required.

(iii) Screening of loading and storage facilities is required.

5.4.4 Governmental

5.4.4.1 Governmental - District "GOV". (a) Purpose. This district is intended to provide appropriate areas for uses that provide important community services. An appropriate site should contain adequate space for required off-street

parking and buffering. Facilities owned and operated by the federal government, the state or political subdivisions thereof, including public grounds;

(b) Additional Permitted Uses. Uses as determined by the Commission and the Council, which are closely related and similar to those listed above.

(c) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

5.4.5 Central Area

5.4.5.1. Central Area - District "CA". (a) Permitted Uses. This district principally addresses development in the original town and central area of the City, allowing a mix of uses including, retail, office, light commercial, and residential uses.

(i) Uses as determined by the Commission and the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that sell, store, distribute and/or repair goods, vehicles, equipment and materials, and are in general dependent on products and materials produced elsewhere.

(ii) The Central Area – District "CA" shall be apply to the following plats, tracts or parcels of land within the City of Rockdale:

Original Town-Rockdale, Block 1,
Original Town-Rockdale, Block 2,
Original Town-Rockdale, Block 3,
Original Town-Rockdale, Block 4,
Original Town-Rockdale, Block 5,
Original Town-Rockdale, Block 6,
Original Town-Rockdale, Block 7,
Original Town-Rockdale, Block 8,
Original Town-Rockdale, Block 29,
Original Town-Rockdale, Block 30,
Original Town-Rockdale, Block 31,
Original Town-Rockdale, Block 32,
A0720, William Allen Survey, 0.67 Acres, ID73281

A0720, William Allen Survey, 0.842 Acres, ID75487

A0720, William Allen Survey, platted property south of Milam Avenue, north of Railroad tracks, west of A0720, Williams Allen Survey, 0.842 acres, ID75487 and east bordered by the intersection of a line extended south from Rice Street western boundary.

(b) Conditions and Limitations.

(i) That all business activities be conducted wholly within an enclosed building, except for delivery, gasoline sales, nurseries and garden centers.

(ii) That required yards and outdoor areas not be used for display, sale vehicles, equipment, containers or waste material, save and except for screened dumpster collection areas.

(iii) That gasoline and alcoholic beverage sales are not permitted without a conditional use permit first being obtained.

(iv) That the use not be objectionable because of odor, excessive light, smoke, dust, noise, vibration or similar nuisance; and that, excluding that caused customer and employee vehicles, such odors, smoke, dust, noise or vibration be generally contained within the property.

(v) Signs (advertising) must be on the same lot as the business establishments to which they refer and shall not be placed within any required yard nor within twenty-five (25) feet of any Residential District. Signs may be illuminated but must be stationary and non-flashing. All signs shall comply with all applicable provisions of this Chapter and any other applicable ordinance of the City. Not more than One (1) sign per exterior building elevation may be erected and attached to or suspended from any building facade, canopy or awning. No free-standing signs shall be allowed. Sign size shall adhere to Projection Signs [12.143 (d) (iii)] and Marquee or Wall Signs [12.143 (d) (v)] in Section 12.143 of City of Rockdale Zoning Ordinance.

(vi) The Conditions and Limitations and permitted uses applicable to the District governing the proposed use of the property shall apply within the Central Area District, i.e. if the proposed use of property within the CA District is a use provided for in the C-1 District the conditions, limitations and permitted uses applicable to the C-1 District shall apply to the property within the CA District.

(vii) See Chart 1.

(viii) Parking. Parking in the Central Area – District “CA” shall not be governed by the parking requirements in Section 12.111 (k) of City of Rockdale Zoning Ordinance and any parking requirements set forth in Site Plan Regulations. Parking in the Central Area – District “CA” shall be governed by this section.

Parking Fund means a special fund established by the City to retain monies paid by developers in accordance with the payment in-lieu of parking space dedication provisions of these regulations and to be used for the purchase of land for the development of parking lots and/or spaces in the vicinity of the developed property for which funds have been collected.

A negotiated fee-in-lieu of parking lots and/or spaces shall be paid to the City by the developer to be combined with other funds in the Parking Fund dedicated for the acquisition of parking lots and spaces. At its option, the City Council may accept land dedicated for parking lots and spaces by the developer in lieu of parking fees, if such land conforms with the Comprehensive City Plan of the City. The City reserves the right to refuse property within the 100-year frequency floodplain and determine the appropriateness of the location of the proposed parking land in conjunction with the uses proposed on the property.

(c) Site Plan Regulations. The Site Plan Regulations applicable to the District governing the proposed use of the property shall apply within the Central Area District, i.e. if the proposed use of property within the CA District is a use provided for in the C-1 District the Site Plan Regulations applicable to the C-1 District shall apply to the property within the CA District.

5.4.6 Industrial

5.4.6.1. Industrial - District "I". (a) Permitted Uses. Allows assembly, packaging, treatment, processing and manufacture of products that do not pose any materially potential hazard to persons and property outside the boundaries of the property, and the following specifically listed uses to the extent such uses are contained or included within property as to not pose a potential hazard outside of the property on which such use is conducted:

(i) Uses as determined by the Commission and the Council which are closely related and similar to those listed and that are not likely to create any more offensive noise, vibration, dust, heat, smoke, odor, glare, or other objectionable influences than the minimum amount normally resulting from listed uses permitted, such permitted uses being generally retail trade, service industries that sale, store, distribute and/or repair goods, vehicles,

equipment and materials, and are in general dependent on products and materials produced elsewhere.

(b) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

(c) Site Development Regulations. Development of any use permitted in the "I" District shall conform with the site development regulations established for that District.

(d) Performance Standards - Industrial District. All uses in the I (Industrial) District, District "I", shall conform in operation, location and construction to the minimum performance standards herein specified for noise, odorous matter, toxic and noxious matter, glare, smoke, particulate matter and other air contaminants, fire and explosive or hazardous matter, vibration, open storage and glare.

(i) Noise. At no point at the bounding property line of any use in an I District may the sound pressure level of any operation or plant exceed the decibel limits specified in the octave band groups designated in the following table.

(A) Maximum permissible daytime* Octave Band - Decibel limits, at the bounding property line**, in an I District;

OCTAVE									
BAND	37	75	150	300	600	1200	2400	4800	A
(CPS)		75	150	300	600	1200	2400	4800	9600
									SCALE

DECIBEL BAND LIMIT (DB RE 0.0002 MICROBAR)

86 76 70 65 63 58 55 53 65

Note: A scale level is provided for monitoring purposes only and is not applicable to detailed sound analysis.

*Daytime shall refer to the hours between sunrise and sunset on any given day.

**The Building Official will interpret the bounding property line as being at the nearest side of the right-of-way or property line of any street, alley, stream or other permanently dedicated open space to the noise source when such open space exists between the property line of the noise source and adjacent

property. When no such open space exists, the common line between two parcels of property shall be interpreted as the bounding property line.

- (B) The following corrections will be made to the table of Octave Band - Decibel limits in determining compliance with the noise level standards in an I District.

When noise is present at nighttime (anytime other than daytime), subtract 7 decibels. When noise contains strong, pure tone components or is impulsive, that is when meter changes at 10 decibels or more per second, subtract 7 decibels. Add ten decibels when noise is present for not more than:

- 1/2 minute in any 1/2 hour period;
- 1 minute in any 1 hour period;
- 10 minutes in any 2 hour period; or
- 20 minutes in any 3 hour period.

- (C) Measurement of noise is made with a sound level meter or Octave Band analyzer, meeting the standards prescribed by the American Standards Association.

(ii) Smoke and Particulate Matter. No operation or use in an I District shall cause, create or allow the emission of air contaminants which violate State or Federal environmental law, as referenced herein: *Texas Health and Safety Code Ann. Chapters. 381 & 382; Air Pollution Prevention and Control, 42 U.S.C.A. 7401, et. seq.* Open storage and open processing operations including on-site transportation on movements which are a source of wind or airborne dust or other particulate matter are subject to the standards and regulations specified herein.

(iii) Odorous Matter. No use may be located or operated in an I District which involves the emission of odorous matter from a source of operation where the odorous matter exceeds a concentration at the bounding property line or any point the tract on which such use or operation is located which, when diluted with an equal volume of odor free air, exceeds the odor threshold (2 odor units). The odor threshold as herein set forth is determined by observation by the City Staff. In any case where uncertainty may arise or where the operator or owner of an odor emitting use may disagree with the enforcing officer or where specific measurement of odor concentration is required, the method and procedures as specified by American Society for Testing Materials, A.S.T.M.D. 1391-57, Entitled "STANDARD METHOD FOR MEASUREMENT OF ODOR IN ATMOSPHERES" will

be used and a copy of the A.S.T.M.D. 1391-57 is hereby incorporated by Reference.

(iv) Flammable and Hazardous Materials. No use involving the manufacture or storage of compounds or products which decompose by detonation is permitted in an I District except that chlorate, nitrates, perchlorates, phosphorous and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshall of the city as not presenting a fire or explosion hazard. The storage and use of all flammable liquids and materials, such as pyroxylin plastics, nitrocellulose film, solvents and petroleum products is permitted only when such storage or use conforms to the standards and regulations of established by city ordinance.

(v) Toxic and Noxious Matter. No operation or use permitted in an I (industrial) District may emit a concentration across the bounding property line of the tract on which such operation or use violating State or Federal environmental laws, as referenced herein: *Texas Health and Safety Code, Chapters. 381 & 382; Air Pollution Prevention and Control, 42 U.S.C.A. 7401, et. seq.* Open storage and open processing operations, including on-site transportation movements which are a source of wind or airborne dust or other particulate matter, are subject to the standards and regulations specified herein.

(vi) Vibrations. No operation or use in an I District may at any time create earthborne vibration which, when measured at the bounding property line of the source of operation, exceed the limit of displacement set forth in the following table in the frequency ranges specified.

<u>FREQUENCY</u> <u>CYCLES PER SECOND</u>	<u>DISPLACEMENT</u> <u>IN INCHES</u>
0 to 10	.0020
10 to 20	.0016
20 to 30	.0010
30 to 40	.0006
40 to 50	.0005

(vii) Glare. No use or operation in an I District may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

5.4.7 Agricultural

5.4.7.1. Agricultural District - District "A". Allows farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum two acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

(a) Conditions and Limitations.

(i) See Chart 1.

(ii) See Chart 2.

5.4.8 Planned Unit Development

5.4.8.1. Planned Unit Development – District "PUD". (a) Purpose and Objectives. The purpose and intent of the Planned Unit Development District is to provide a flexible, alternative procedure to encourage imaginative and innovative designs for the unified development of property in the City consistent with this Chapter and accepted urban planning, with overall mixed-use regulations as set forth below and in accordance with the City's comprehensive plan. The PUD rules are designed: (i) to allow development which is harmonious with nearby areas; (ii) to enhance and preserve areas which are unique or have outstanding scenic, environmental, cultural or historic significance; (iii) to provide an alternative for more efficient use of land, resulting in smaller utility networks, safer streets, more open space, and lower construction and maintenance costs; (iv) to encourage harmonious and coordinated development, considering natural features, community facilities, circulation patterns and surrounding properties and neighborhoods; (v) to facilitate the analysis of the effect of development upon the tax base, the local economy, population, public facilities and the environment; (vi) to provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and (vii) to require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development. Toward these ends, rezoning of land and development under this district will be permitted only in accordance with the intent and purpose of the City's comprehensive plan and this Chapter, and to that end the PUD plan must be prepared and approved in accordance with the provisions of this Chapter.

(b) Mixed Use Development. The PUD District shall include and allow for compatible mixed uses such as compatible residential, commercial and/or

industrial, within a single project within the boundaries of a an approved plan area, in order to provide the flexibility required for a well-designed and innovative development that will conserve, develop, protect and utilize to their best use the natural resources of the area in a manner that ensures the safe, orderly and healthy development and expansion of the City. In order to promote such development, the PUD may be comprised of a combination of all the other zoning districts provided for in this Chapter. The outer boundary of the each such PUD Zoning District shall be shown on a map. Said map will include a descriptive legend, the specific boundaries of the area proposed for use authorized for in any other zoning district, and percentage of the total area of such PUD which will comprise each such separate use, and all notations, references, and other information shown thereon, shall be adopted by Ordinance.

(c) Flexible Planning. When considering a PUD, the unique nature of each proposal for a PUD may require, under proper circumstances, the departure from the strict enforcement of certain present codes and ordinances, e.g., without limitation, the width and surfacing of streets and highways, lot size, parking standards, set backs, alleyways for public utilities, signage requirements, curbs, gutters, sidewalks and street lights, public parks and playgrounds, drainage, school sites, storm drainage, water supply and distribution, sanitary sewers, sewage collection and treatment, single use districts, etc. Final approval of a PUD by the City Council shall constitute authority and approval for such flexible planning to the extent that the PUD as approved, departs from existing codes and ordinances. The flexibility permitted for a PUD does not imply that any standard or requirement will be varied or decreased.

(d) Rules Applicable. The City Council, after public hearing and proper notice to all parties affected and after recommendation from the Commission, may attach a Planned Unit Development district designation to any tract of land equal to or greater than three (3) acres. Under the Planned Development designation the following rules apply:

(i) The approval of any proposed PUD or combination of uses proposed therein shall be subject to the discretion of the City Council, and no such approval will be inferred or implied.

(ii) Permitted uses are those listed under the applicable zoning district(s) for the base zoning to be applied to the PUD (for example, the permitted uses in a PUD proposed to be developed as a retail, commercial and office development are the respective uses listed for the General Retail, Commercial and Office districts). In addition, a Planned Unit Development district may be established where the principal purpose is to serve as a

transitional district, or as an extension of an existing district whereby the provision of off-street parking, screening walls, fences, open space and/or planting would create a protective transition between a lesser and more restrictive district. In approving a Planned Unit Development, additional uses may be permitted, and specific permitted uses may be prohibited from the base district.

(iii) Standards required by the base zoning apply in a Planned Unit Development except that the following regulations and standards may be varied in the adoption of the Planned Unit Development; provided that the plan is consistent with sound urban planning and good engineering practices.

(A) Front, side and rear setbacks.

(B) Maximum height.

(C) Maximum lot coverage.

(D) Floor area ratio.

(E) Off-street parking requirements.

(F) Special district requirements pertaining to the base zoning.

(G) Number of dwelling units per acre.

(H) Accessory building regulations.

(I) Sign standards.

(iv) In approving a Planned Unit Development, no standards may be modified unless such modification is expressly permitted by this Chapter, and in no case may standards be modified when such modifications are prohibited by this Chapter.

(v) In approving a Planned Unit Development, the City Council may require additional standards deemed necessary to create a reasonable transition to, and protection of, adjacent property and public areas, including but not limited to, light and air, orientation, type and manner of construction, setbacks, lighting, landscaping, management associations, open space, and screening.

(vi) The Commission and City Council, in approving modifications to standards and regulations, shall be guided by the purpose intended by the base zoning and general intent of this Chapter.

(e) Preliminary Site Plan. A Preliminary Site Plan of the entire property within the Planned Unit Development will be considered by the Commission prior to any recommendation to, or consideration by, the City Council of the Planned Unit Development district ordinance.

(i) A Preliminary Site Plan may be approved for a portion of a Planned Unit Development district where the district is divided by a major thoroughfare, and the Preliminary Site Plan includes all the property located on one side of the street.

(ii) Approval of a Preliminary Site Plan will determine the location and mix of proposed uses, proposed points of ingress and egress, parking spaces, building locations and height, lot coverage, yards and open spaces, landscaping, screening walls or fences, topography, and other development and protective requirements, considered necessary to create a reasonable transition to, and protection of, the adjacent property.

(iii) The Commission and/or City Council may approve, conditionally approve, request modifications, or deny approval of the Preliminary Site Plan based on evaluation of details with respect to:

(A) The plan's compliance with all provisions of this Chapter and other ordinances of the City.

(B) The environmental impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.

(C) The relationship of the development to adjacent uses in terms of harmonious use and design, setbacks, maintenance of property values, and negative impacts.

(D) The provision of a safe and efficient vehicular and pedestrian circulation system.

(E) The design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.

(F) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for fire fighting and emergency equipment to buildings

(G) The coordination of streets so as to compose a convenient system consistent with the Thoroughfare Plan of the City.

(H) The use of landscaping and screening (1) to provide adequate buffers to shield lights, noise, movement or activities from adjacent properties when necessary; and (2) to complement the design and location of buildings and be integrated into the overall site design.

(I) The location, size and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.

(J) The adequacy of water, drainage, sewerage facilities, garbage disposal and other utilities necessary for essential services to residents and occupants.

(f) Final Site Plan. Following approval of the Preliminary Site Plan, or simultaneously if detailed information is available, a Final Site Plan for any portion of the Planned Unit Development may be approved. The Preliminary Site Plan establishes the general development standards according to a base district. The Final Site Plan providing all the detail required for development, subdivision, zoning and enforcement of the special conditions and regulations must be approved by ordinance prior to the zoning being in effect and construction being authorized.

(g) Amendments. Consideration of amendments to a Planned Unit Development will take into consideration the effect of the proposed development on the remainder of the property, adjacent properties and the neighboring communities. Amendments to the final site plan or any planned development conditions which are substantive shall require public hearings in the manner required for any other zoning change.

(h) Expiration. If development equal to at least twenty-five (25%) percent of the cost of installing streets, utilities and drainage in the PUD, or, if the PUD is approved to be developed in sections or phases, if development equal to at least fifty (50%) percent of the cost of installing streets, utilities and drainage in the first section or phase of the PUD has not occurred, on a Planned Unit Development tract or lot within two (2) years after the date of approval, such approval shall expire; and may only be renewed after application is made therefor, notice is given and public hearings are held by the Commission and

City Council to evaluate the appropriateness of the previously authorized Planned Development approval. Any such application for renewal or extension shall be considered in the same manner, and under the same rules, regulations and ordinances then in effect, as a new application for zoning.

(i) Ordinance Amendment. Every Planned Unit Development district approved under the provisions of this Chapter is considered an amendment of this Chapter as to the property involved, and to the City Plan. All Planned Unit Development districts will be referenced on the Zoning District Map, and a list of such Planned Unit Development districts shall be maintained as an appendix to this Chapter.

(j) Certificate of Occupancy. All Planned Unit Development district conditions and special regulations must be complied with in the PUD, or in the separate section or phase, before a certificate of occupancy is issued for the use of land or any structure which is part of a Planned Unit Development district, or, if applicable, the separate section or phase being developed.

5.5 Annexation

Developers may turn to Rockdale as a vehicle to acquire water and sewer services. In some cases these developments are areas outside of the current City Limits and require annexation. The City must decide if this is a desired methodology to growing the City. The obvious advantages to growth are increased tax revenues and new business. The disadvantages include increased traffic with attendant problems such as the requirement for additional road improvements, as well as additional capital improvements, expenditures for infrastructure and schools. Ultimately the City must decide if growth is desired through annexation of new areas and plan accordingly.

5.6 Future Use

The recommendations in this Future Land Use Section are intended to guide Rockdale's future land use planning and related policies. Note that the Future Land Use map (Map 5-2), taken together with the remainder of this City Plan, is also will serve as a guide to decision making regarding the City's land use patterns. The Residential Development and Nonresidential Development Sections include numerous recommendations calling for consideration of rezoning undeveloped land. The proposed optimum allocation of land use in the future has not been quantified; however, a key goal is to increase the amount of commercial and industrial property, as well as similarly valuable property, for the purpose of increasing the City's tax base and thereby reducing the tax rates for individual homes. The boundaries of the land use categories

depicted on Map 5-2 should be used to determine the appropriate land use category for areas that are clearly delineated on the official zoning map.

If a rezoning request is consistent with the Plan, the City's routine review process should follow. Staff recommendation of the project to the Planning & Zoning Commission and City Council should include notation in the staff report that the proposed rezoning request is consistent with the Plan. Other review criteria (i.e., traffic analysis, compatibility with surrounding uses, etc.) should be applied as usual. It is recommended that the City of Rockdale engage in regular review of the Future Land Use Section to further ensure that zoning is consistent and that the document and the map reflect all amendments made subsequent to the Plan's initial adoption.

5.7 Recommendations

1. Encourage land use allocation within the City in a manner consistent with Map 5-2.
2. Encourage lot consolidation as a method to enable construction of larger homes and create more open space.
3. Develop programs and procedures to stimulate more grouping of residential construction into a given geographic area.
4. Consider current land uses and related zoning considerations to ensure existing zoning reflects the appropriate use of land parcels.
5. With so little property currently zoned for nonresidential use, it is critical additional land be set aside for nonresidential use.
6. Establish standards for the development of nonresidential uses, including exterior standards, to ensure that such development makes a positive contribution to the City of Rockdale as a whole.
7. Consider annexation of portions of the Future Growth Area shown on the Future Land Use Plan map for the purpose of encouraging nonresidential development.
8. Consider rezoning/acquiring land to allow more commercial or light industrial development in close proximity to the Rockdale airport.
9. Consider acquiring land for new parks, open space, and public use areas as this will be necessary if such projects are to be developed.

10. Carry out a traffic study to look at the traffic level at build out of the existing zoning configuration to provide a baseline for evaluating projects likely to significantly affect traffic.



Brooks Haven Supportive Ho

5.7

"A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."

34L

294-000

A 303

298-005

298-039

302-017

303-010

303-036



Rockdale

October 10, 2018

Memorandum for Record

This is to certify that the proposed project Brooks Haven Supportive Housing, application number 18504 is permitted under the provisions of the zoning ordinance that applies to the location of the Development

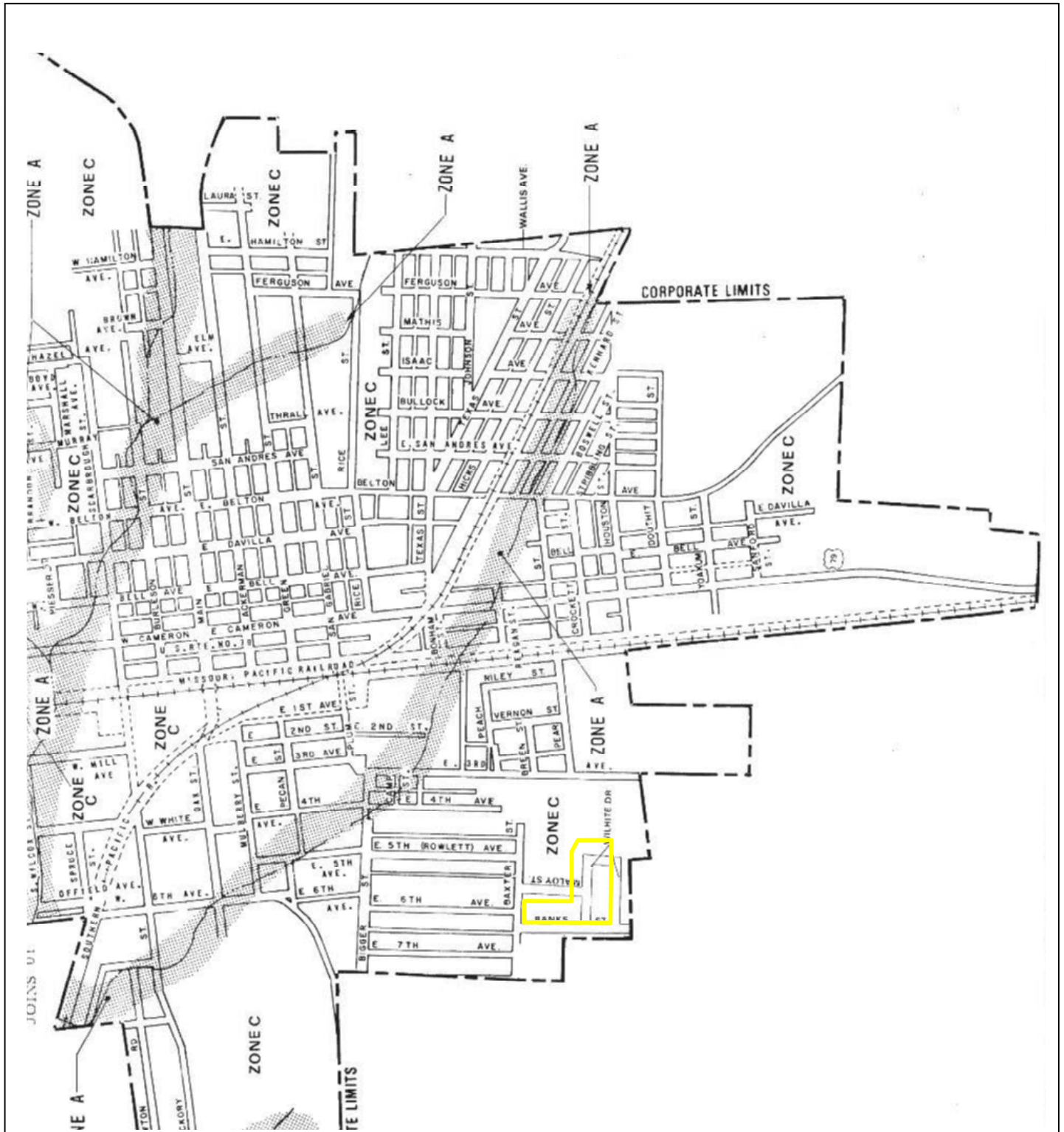
Please contact my office at (512) 446-2511 if you have any further questions or concerns.

Chris Whittaker

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Whittaker", with a stylized flourish at the end.

City Manager



LEGEND

■ Property Boundary

Street: Filled, E, M, A, C, Road, M, C

E, S, A

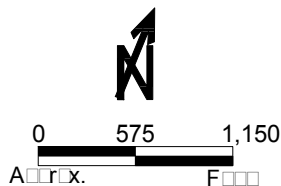
A Tr, Pr
 N, C, B, S
 B, S
 R, T

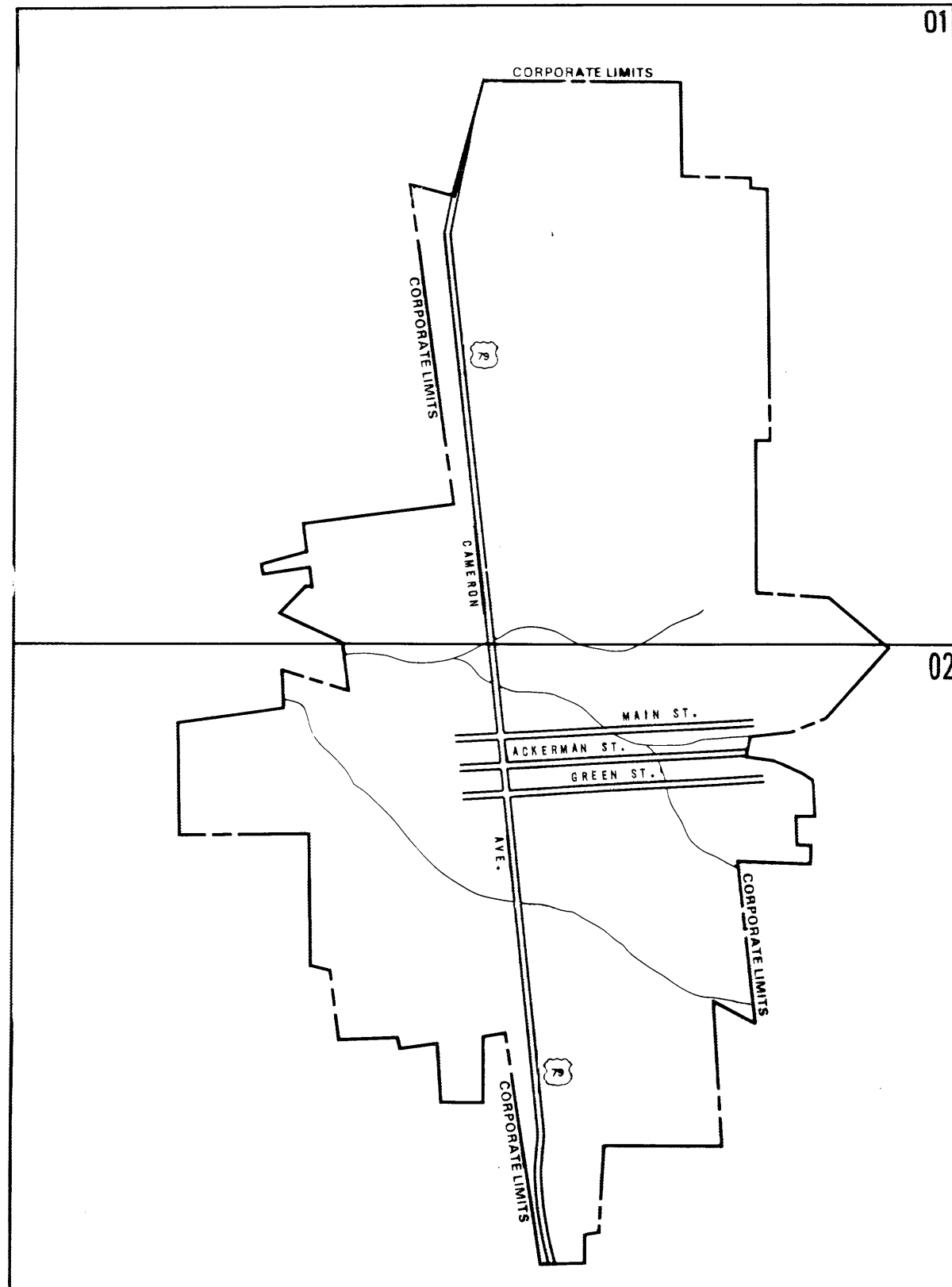
Pr No. 21636

REED ENGINEERING
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
 GROUP

2424 STUTT DRIVE, SUITE 400 DALLAS, TX 75235

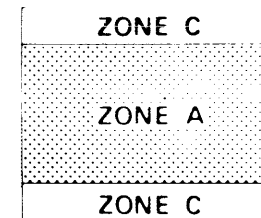
FEMA MAP





KEY TO SYMBOLS

ZONE DESIGNATIONS*



Base Flood Elevation Line with elevation in feet	~ 513 ~
Base Flood Elevation where uniform within zone	(EL 987)
Elevation Reference Mark	RM7x
River Mile	• M1 5

***EXPLANATION OF ZONE DESIGNATIONS**

A flood insurance map displays the zone designations for a community according to areas of designated flood hazards. The zone designations used by FEMA are:

Zone	Explanation
A	Areas of 100 year flood, base flood elevations and flood hazard factors not determined
A0	Areas of 100 year shallow flooding, flood depth 1 to 3 feet, product of flood depth (feet) and velocity (feet per second) less than 15
AH	Areas of 100 year shallow flooding where depths are between one (1) and three (3) feet, base flood elevations are shown, but no flood hazard factors are determined
A1 A30	Areas of 100 year flood, base flood elevations and flood hazard factors determined
A99	Areas of 100 year flood to be protected by a flood protection system under construction, base flood elevations and flood hazard factors not determined
B	Area between limits of 100 year flood and 500 year flood, areas of 100 year shallow flooding where depths less than 1 foot
C	Areas outside 500 year flood
D	Areas of undetermined, but possible, flood hazards
V	Areas of 100 year coastal flood with velocity (wave action), base flood elevations and flood hazard factors not determined
V1 V30	Areas of 100 year coastal flood with velocity (wave action), base flood elevations and flood hazard factor determined

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

Refer to the FLOOD INSURANCE RATE MAP EFFECTIVE date shown on this map to determine when actual rates apply to structures in the zones where elevations or depths have been established.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638 6620.

INITIAL IDENTIFICATION MAY 10, 1974
 FLOOD HAZARD BOUNDARY MAP REVISIONS JANUARY 30, 1976
 FLOOD INSURANCE RATE MAP EFFECTIVE FEBRUARY 27, 1984
 FLOOD INSURANCE RATE MAP REVISIONS

federal emergency management agency



**FIRM
 FLOOD INSURANCE RATE MAP 01-02
 MAP INDEX**

**CITY OF ROCKDALE, TX
 (MILAM COUNTY)**

COMMUNITY NUMBER 480479 B

RESOLUTION NO. R2017-02-13 (9B)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKDALE, TEXAS
SUPPORTING BROOKS HAVEN SUPPORTIVE HOUSING, A DEVELOPMENT FOR
AFFORDABLE RENTAL HOUSING BY BROOKS HAVEN. LTD**

WHEREAS, Brooks Haven, Ltd has proposed a development for affordable rental housing at 205 East 4th Street and Pecan Street named Brooks Haven Supportive Housing in the City of Rockdale, Milam County, Texas; and

WHEREAS, Brooks Haven, Ltd has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2017 Competitive 9% Housing Tax Credits for Brooks Haven Supportive Housing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKDALE, TEXAS THAT:

The City of Rockdale, Milam County, Texas, acting through its governing body, hereby confirms that it supports the proposed Brooks Haven Supportive Housing located at 205 East 4th Street and Pecan Street, Rockdale, Texas and that this formal action has been taken to put on record the opinion expressed by the City of Rockdale, Milam County, Texas on February 13, 2017, and


FURTHER RESOLVED that for and on behalf of the Governing Body, the mayor and city secretary are hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED on this the 13th day of February, 2017 by the City Council of the City of Rockdale, Texas.



John E. King, Mayor

ATTEST:



Terry Blanchard, TRMC
City Secretary

TEXAS EDUCATION AGENCY
2017 Accountability Summary
 ROCKDALE EL (166904101) - ROCKDALE ISD

Accountability Rating

Met Standard

This campus is paired with ROCKDALE INT (166904103)

Distinction Designation

Academic Achievement in ELA/Reading

NOT ELIGIBLE

Academic Achievement in Mathematics

NOT ELIGIBLE

Academic Achievement in Science

NOT ELIGIBLE

Academic Achievement in Social Studies

NOT ELIGIBLE

Top 25 Percent Student Progress

NOT ELIGIBLE

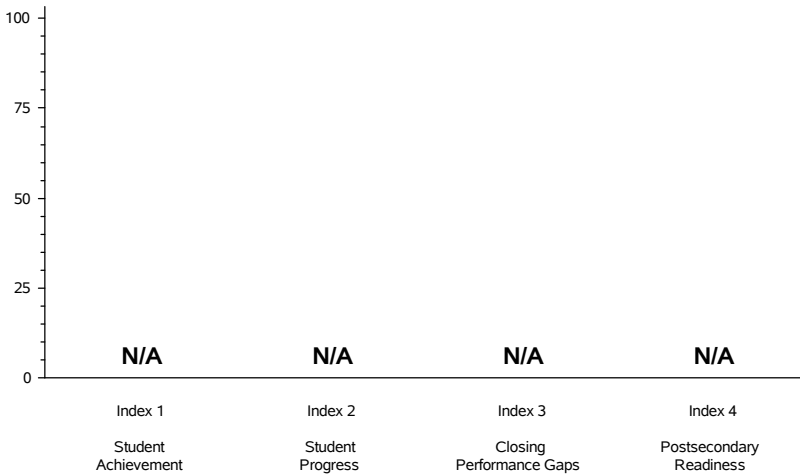
Top 25 Percent Closing Performance Gaps

NOT ELIGIBLE

Postsecondary Readiness

NOT ELIGIBLE

Performance Index Report



Campus Demographics

Campus Type	Elementary
Campus Size	394 Students
Grade Span	PK - 02
Percent Economically Disadvantaged	77.9
Percent English Language Learners	10.4
Mobility Rate	16.6
Percent Served by Special Education	6.6
Percent Enrolled in an Early College High School Program	0.0

Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	N/A	N/A	N/A
2 - Student Progress	N/A	N/A	N/A
3 - Closing Performance Gaps	N/A	N/A	N/A
4 - Postsecondary Readiness	N/A	N/A	N/A

System Safeguards

Number and Percentage of Indicators Met

Performance Rates	N/A
Participation Rates	N/A
Graduation Rates	N/A
Total	N/A

For further information about this report, please see the Performance Reporting website at <https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html>

TEXAS EDUCATION AGENCY
2017 Accountability Summary
 ROCKDALE INT (166904103) - ROCKDALE ISD

Accountability Rating

Met Standard

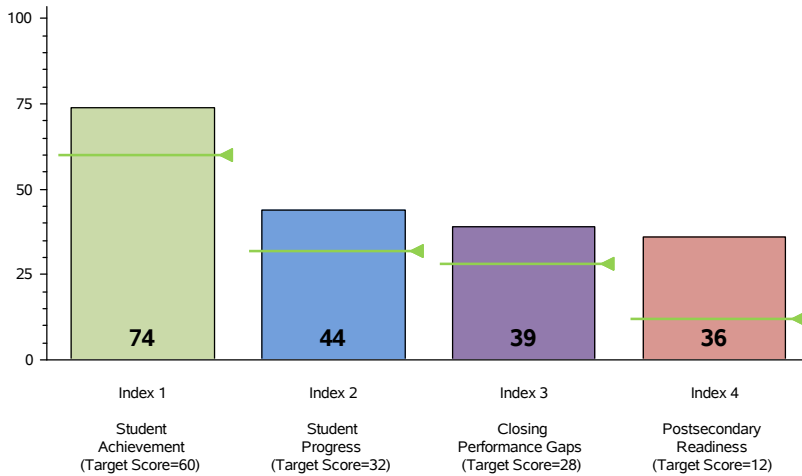
Met Standards on	Did Not Meet Standards on
<ul style="list-style-type: none"> - Student Achievement - Student Progress - Closing Performance Gaps - Postsecondary Readiness 	<ul style="list-style-type: none"> - NONE
In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.	

Distinction Designation



Academic Achievement in ELA/Reading
NO DISTINCTION EARNED
Academic Achievement in Mathematics
DISTINCTION EARNED
Academic Achievement in Science
NO DISTINCTION EARNED
Academic Achievement in Social Studies
NOT ELIGIBLE
Top 25 Percent Student Progress
NO DISTINCTION EARNED
Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED
Postsecondary Readiness
NO DISTINCTION EARNED

Performance Index Report



Campus Demographics

Campus Type	Elementary
Campus Size	342 Students
Grade Span	03 - 05
Percent Economically Disadvantaged	69.0
Percent English Language Learners	6.7
Mobility Rate	13.4
Percent Served by Special Education	6.4
Percent Enrolled in an Early College High School Program	0.0

Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	621	843	74
2 - Student Progress	524	1,200	44
3 - Closing Performance Gaps	788	2,000	39
4 - Postsecondary Readiness			
STAAR Score	35.8		
Graduation Rate Score	N/A		
Graduation Plan Score	N/A		
Postsecondary Component Score	N/A		36

System Safeguards

Number and Percentage of Indicators Met

Performance Rates	17 out of 18 = 94%
Participation Rates	10 out of 10 = 100%
Graduation Rates	N/A
Total	27 out of 28 = 96%

For further information about this report, please see the Performance Reporting website at <https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html>

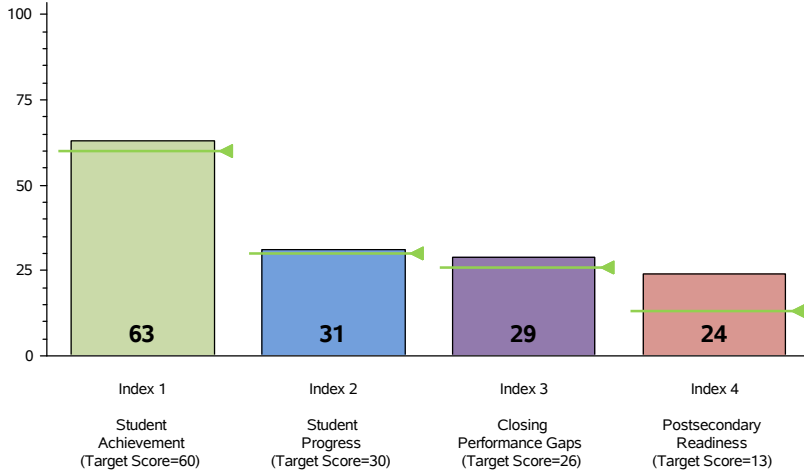
TEXAS EDUCATION AGENCY
2017 Accountability Summary
 ROCKDALE J H (166904041) - ROCKDALE ISD

Accountability Rating

Met Standard

Met Standards on	Did Not Meet Standards on
- Student Achievement - Student Progress - Closing Performance Gaps - Postsecondary Readiness	- NONE
In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.	

Performance Index Report



Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	681	1,082	63
2 - Student Progress	376	1,200	31
3 - Closing Performance Gaps	696	2,400	29
4 - Postsecondary Readiness			
STAAR Score	23.5		
Graduation Rate Score	N/A		
Graduation Plan Score	N/A		
Postsecondary Component Score	N/A		24

Distinction Designation

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED
Academic Achievement in Mathematics
NO DISTINCTION EARNED
Academic Achievement in Science
NO DISTINCTION EARNED
Academic Achievement in Social Studies
NO DISTINCTION EARNED
Top 25 Percent Student Progress
NO DISTINCTION EARNED
Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED
Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type	Middle School
Campus Size	377 Students
Grade Span	06 - 08
Percent Economically Disadvantaged	70.0
Percent English Language Learners	4.2
Mobility Rate	15.2
Percent Served by Special Education	9.3
Percent Enrolled in an Early College High School Program	0.0

System Safeguards

Number and Percentage of Indicators Met

Performance Rates	11 out of 24 = 46%
Participation Rates	12 out of 12 = 100%
Graduation Rates	N/A
Total	23 out of 36 = 64%

For further information about this report, please see the Performance Reporting website at <https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html>

TEXAS EDUCATION AGENCY
2017 Accountability Summary
 ROCKDALE H S (166904001) - ROCKDALE ISD

Accountability Rating

Met Standard

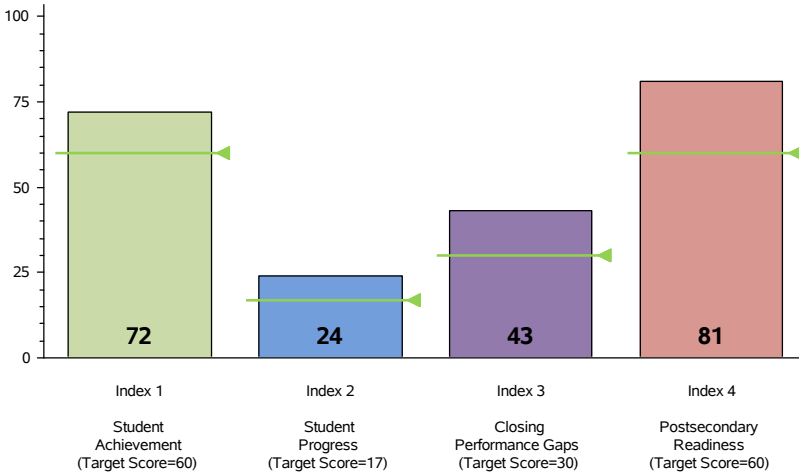
Met Standards on	Did Not Meet Standards on
- Student Achievement - Student Progress - Closing Performance Gaps - Postsecondary Readiness	- NONE
In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.	

Distinction Designation



Academic Achievement in ELA/Reading
DISTINCTION EARNED
Academic Achievement in Mathematics
NO DISTINCTION EARNED
Academic Achievement in Science
DISTINCTION EARNED
Academic Achievement in Social Studies
NO DISTINCTION EARNED
Top 25 Percent Student Progress
NO DISTINCTION EARNED
Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED
Postsecondary Readiness
NO DISTINCTION EARNED

Performance Index Report



Campus Demographics

Campus Type	High School
Campus Size	426 Students
Grade Span	09 - 12
Percent Economically Disadvantaged	58.2
Percent English Language Learners	1.2
Mobility Rate	17.4
Percent Served by Special Education	13.1
Percent Enrolled in an Early College High School Program	0.0

Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	480	669	72
2 - Student Progress	195	800	24
3 - Closing Performance Gaps	685	1,600	43
4 - Postsecondary Readiness			
STAAR Score	11.5		
Graduation Rate Score	24.4		
Graduation Plan Score	20.1		
Postsecondary Component Score	25.0		81

System Safeguards

Number and Percentage of Indicators Met

Performance Rates	13 out of 18 = 72%
Participation Rates	11 out of 11 = 100%
Graduation Rates	4 out of 4 = 100%
Total	28 out of 33 = 85%

For further information about this report, please see the Performance Reporting website at <https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html>



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 9

Site Information Form (Part II)

Site Information Form Part II

1. §11.9(c)(5) - Educational Quality (Competitive HTC Applications Only)

Residents of the proposed development will attend:

School Name	Grades X through X	Accountability Rating	Index 1 Score (e.g. 78)	Overall Rating
	through			
	through			Elementary
	through			
	through			Middle School
	through			High School

School district has no attendance zones and the following schools are listed.

District Rating (by ICA, never rated school):
 Education Service Center Region Score (if applicable):

Not Applicable

Additional Scoring Item

Application is seeking points for Educational Quality. Total Points Claimed:

If necessary, provide a brief summary of how the Development Site is justifying the points selected:

2. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

Development Site is located in a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

AND

Development Site is located in a census tract with an income rate in the two highest quartiles within the region.

OR

Development Site is located in a census tract with income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile, without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other evidence as applicable is included behind this tab.

Census Tract # Contiguous Census Tract #
 (if applicable)

Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and other evidence as applicable is included behind this tab.

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Development is Rural and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and other evidence as applicable is included behind this tab.

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Application is seeking points for Opportunity Index. Total Points Claimed:

If necessary, provide a brief summary of how the Development Site is justifying the points selected:

Direct Loan tie breaker amenities

3. §11.9(c)(8) - Proximity to the Urban Core (Competitive HTC Applications Only)

- Development Site is located in a City with a population over 300,000 and is not in At-Risk Set-Aside.
- AND
- Population of City is 300,000-500,000 and Development is located w/in 2 miles of City Hall facility.
- OR
- Population of City is more than 500,000 and Development is located w/in 4 miles of City Hall facility.

Application is seeking points for Proximity to the Urban Core. Total Points Claimed: 

4. §11.9(c)(6) - Underserved Area (Competitive HTC and Direct Loan Applications Only)

Applications may qualify for up to five (5) points for proposed Developments located in one of the following areas:

- No Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- No Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- No A census tract within the boundaries of an incorporated area that has not received a competitive tax credit allocation or a 4% non-competitive tax credit allocation for a Development within the last 15 years; and continues to appear on Department's inventory
- No If not the previous item, a census tract that does not have a Development subject to an active tax credit LURA, (or has received a tax credit award but not yet reached the point where its LURA must be recorded);
- No A census tract within the boundaries of an incorporated area and all contiguous census tracts for which neither the census tract within which the Development is located nor the contiguous census tracts have received an award or HTC allocation within the last 15 years and continues to appear on the Department's inventory (only applies in cities with a population of ≥300,000 and will not apply in At-Risk).

Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>
Contiguous Census Tract #	<input type="text"/>	Contiguous Census Tract #	<input type="text"/>

Application is seeking points for Underserved Area. Total Points Claimed: 

5. §11.9(d)(7) - Concerted Revitalization Plan (Competitive HTC Applications Only)

Region:

- Development is in an Urban Area.
- Concerted Revitalization Plan has been adopted by the municipality or county and resolution or certification is attached behind this tab.
- Letter from appropriate local official, Target Area map, and supporting documentation are provided behind this tab.
- Development is explicitly identified by the city or county as contributing more than any other to the concerted revitalization efforts of the city or county; resolution stating such is provided behind this tab.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

OR

- Development is in a rural area. Rehabilitation Demolition/Reconstruction
- Development is currently leased at 85% or more by low income households, and was constructed prior to 1985 as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG.

AND


- Demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, or such characteristics are disclosed and found to be acceptable.

OR

- Rehabilitation of units and the proposed location requires no disclosure of Undesirable Neighborhood Characteristics, or such characteristics are disclosed and found to be acceptable.
- Development is explicitly identified by the city or county as contributing more than any other to the concerted revitalization efforts of the city or county; letter from Governing Body stating such is provided behind this tab.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Application is seeking points for Concerted Revitalization.

Total Points Claimed: 

6. §11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)

- Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).

Application is seeking points for Declared Disaster Area.

Total Points Claimed:



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 10

Supporting Documentation for the Information (Part II)

Supporting Documentation for the Site Information Form Part II

Educational Quality (Competitive HTC Only)

School Attendance Zone Map with Development labeled and TEA information 

TEA information

Opportunity Index (Competitive HTC and Direct Loan Only)

Map of Community Assets with Development, radius, and each asset labeled. 

Map with Development, census tract boundaries, and distance labeled. 

Print-out from DFPS website confirming daycare licensed to serve relevant age groups.


Miscellaneous information regarding health-related facility, museum, and/or full service grocery.

Crime rate information for census tract from Neighborhood Scout or local data source
(<https://www.neighborhoodscout.com>)

Tabulation from 2010-2014 American Community

Surveys and maps for BOTH score and tie breakers are included

Proximity to Urban Core (Competitive HTC Only)

Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar. 

Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

For Colonia:

Evidence from Attorney General of boundaries and map showing distance from Rio Grande river border; *and*

letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure.

For Economically Distressed Areas: A letter or correspondence from Texas Water Development Board.

Concerted Revitalization Plan (Competitive HTC Only)

Urban:

Map of target area(s) with location of Development Site clearly identified. 

Resolution adopting the Concerted Revitalization Plan or certification

Letter from appropriate local official providing documentation of measurable improvements.

Rural:

Current rent roll

Evidence Development constructed prior to 1985

Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG 

Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics.

Letter from appropriate Governing Body describing concerted revitalization effort and identifying Development as contruting more than any other to such effort.

1 Mile Map



2 Mile Map



Assisted Senior Center
Rockdale Fire Department
Public Library
Rockdale International & GREAT Northern - Museum
Rockdale
Rockdale Site 1
Pecan Street Church of Chris
City Park
Little River Healthcare
Fitness Center
Brookshire Brothers

Google Earth

© SPOT IMAGE
© 2016 Google



3 Mile Map

Rockdale Independent School District

76567

Assisted Senior Center

Rockdale Site 1

Rockdale Site 2

City Park

Pecan Street Church of Chris

Little River Healthcare Brookshire Brothers

Praesel

Google Earth

© SPOT IMAGE
© 2016 Google

2 mi



Amenities

1. Rockdale Hospital - Little River Healthcare
1700 Brazos Ave, Rockdale, TX 76567
(512) 446-4500

2. City Park - Park
Rockdale, TX 76567

3. Brookshire Brothers - Grocery Store
725 W Cameron Ave
Rockdale, TX 76567
(512) 446-2491
Open until 9:00 PM
brookshirebrothers.com

4. Rockdale International & GREAT Northern - Museum
11 Main St
Rockdale, TX 76567
(512) 446-2020
rockdaledepot.com

5. Rockdale, TX Public Library
201 Ackerman St, Rockdale, TX 76567
Hours: 8AM-5:30PM
(512) 446-3410

6. Pecan Street Church of Christ - Church
406 Pecan St
Rockdale, TX 76567
(512) 446-3736

7. Snap Fitness
734 W Cameron Ave,
Rockdale, TX 76567
Open 24 hours
(512) 430-4446

8. Rockin " B" Learning Tree LLC
633 ACKERMAN ST
ROCKDALE, TX 76567
512-446-5883



Child Care Search Result Details

DFPS Home > Child Care > Search Texas Child Care > This Page



Operation Details

You may click on the question mark image (?) to view the [Frequently Asked Questions \(FAQ\)](#) page.

Operation Number:	1210386
Operation Type:	Licensed Center
Program Provided:	Child Care Program
Operation/Caregiver Name:	Rockin "B" Learning Tree LLC
Location Address:	633 ACKERMAN ST ROCKDALE, TX 76567
Mailing Address:	633 ACKERMAN ST ROCKDALE, TX 76567
Phone Number:	512-446-5883
County:	MILAM
Website Address:	
Email Address:	
Administrator/Director Name:	Melanie Barcak
Type of Issuance: ?	Full Permit
Issuance Date:	2/9/2011
Conditions on Permit: ?	No
Accepts Child Care Subsidies: ?	Yes
Hours of Operation:	06:30 AM-05:30 PM
Days of Operation:	Monday - Friday
Total Capacity:	58
Licensed to Serve Ages:	Infant, Toddler, Pre-Kindergarten, School
Total Capacity:	58
Number Of Admin Penalties:	0
Corrective Action: ?	No
Adverse Action: ?	No
Temporarily Closed:	No

Two Year Inspection Summary

• Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes ? are inspected at least once every two years, Listed Family Homes ? are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

• When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

• In the last two years, Licensing conducted the following:

- [6](#) - Inspections ?
- [0](#) - Assessments ?
- [3](#) - Self Reported Incidents ?
- [1](#) - Reports ?

Click on the inspection type to see additional details related to each inspection.

• There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the two year history.

Two Year Compliance Summary

• During the last two years, 1169 standards were evaluated for compliance at this operation.

• Of the standards evaluated [3](#) deficiencies were cited. ?

Click on the number of deficiencies to see additional details.

• Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

• The weights of the standard deficiencies cited in the past two years are as follows:

- 0 were weighted as [High](#)
- 1 was weighted as [Medium - High](#)
- 2 were weighted as [Medium](#)
- 0 were weighted as [Medium - Low](#)
- 0 were weighted as [Low](#)

Click on the weight to see additional details about each deficiency.

Disclaimer: The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.

Rockdale Hospital
1700 Brazos Ave.
Rockdale, TX 76567
Phone: (512) 446-4500



Welcome to Little River Healthcare

ROCKDALE HOSPITAL

The Little River Healthcare – Rockdale Hospital (formerly Richards Memorial Hospital) is an acute care rural healthcare hospital facility that offers fully operable surgical capabilities, high quality imaging and radiology services, a 24/7/365 Emergency Department, and several other components unique to a rural setting. Before its name changed from Richards Memorial, the hospital was named for Dr. John T. Richards, the “town doctor” when it was erected in 1974. Now, the Rockdale Hospital honors Dr. Richards by standing as a national beacon of rural healthcare in America.

LITTLE RIVER HEALTHCARE
ROCKDALE HOSPITAL

[View Our Adjacent Clinics](#)

- Imaging Services
- Surgical Services
- Therapy/Rehab Services Emergency Services
- Our ER Doctors
- Insurances We Accept

LITTLE RIVER HEALTHCARE
ROCKDALE HOSPITAL

Rockdale Hospital

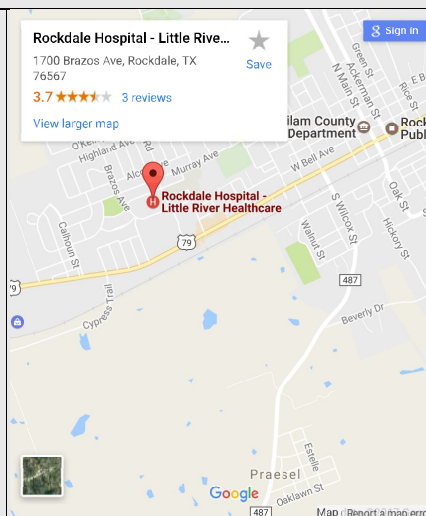
Address:
1700 Brazos Ave.
Rockdale, TX

Phone:
(512) 446-4500

Fax:
(512) 446-4556

Hours:
All day, every day.

Reviews:
★★★★★
[Google](#) | [Healthgrades](#) | [Facebook](#)



Other Medical Practices near Rockdale

- [Rockdale Family Care Center Rockdale](#)
- [Medical Clinic Cameron Hospital](#)
- [Cameron Medical Clinic Georgetown Sleep Disorder Center](#)

Rockdale Hospital Services

Diagnostics/Imaging

- Full-Service Laboratory
- X-ray

Rehab/Therapy

- Sports Medicine
- Heart Catheterization

Surgical Services

- Cardiology
- Electrophysiology

Emergency Room Services

- Wound Management
- Injury Treatment

- CT Scan
- MRI
- Diagnostic Radiology
- Ultrasound
- Nuclear Medicine
- Mammography
- Breast Density
- Physical Therapy
- Occupational Therapy
- Physical Rehabilitation
- Cardiac Rehabilitation
- Wound Management
- Speech/Nursing/Food
- Electrocardiogram/Treatment
- General Surgery
- Gastroenterology
- Gynecology
- Oncology
- Podiatry
- Podiatry
- Urology
- Ophthalmology
- Sports Medicine
- Plastic Surgery/Cosmetic
- Stomach
- Emergency Medicine/Procedures
- Trauma Center
- Advanced Life Support
- Life Flight
- Heart/Lung

Our ER Doctors



Dr. [Name]



David Taylor, PA-C



Dr. [Name]



Dr. Sriram Ramesh



Dr. Kevin



Dr. Fred

Locations

Austin, TX
Cameron, TX
Georgetown, TX
Round Rock, TX
Temple, TX
Waco, TX

Services

Orthopedics
Emergency & Urgent Care
Family Medicine
Cardiology
Gastroenterology
Medical Imaging

Doctors

Doctors By Name
Doctors By Specialty
Doctors By Location
Doctors in Austin, TX
Doctors in Temple, TX
Doctors in Waco, TX

About

Contact Info
Careers
Insurances We Accept
Billing Department
Our Mission
Hospital Resurrections



Lippincott Williams & Wilkins
1700 Brookside Avenue, Philadelphia, PA 19104
512-446-4500

© 2017 Lippincott Williams & Wilkins
All Rights Reserved.

Navigation icons



Navigation icons



About Brookshire Brothers

Brookshire Brothers is headquartered in East Texas, a beautiful country complete with tall pine trees, pristine lakes and thousands of acres of woodlands. It truly is a great place to live and work.

Brookshire Brothers is employee-owned and with more than 7,000 employee-owners, it's likely one of your neighbors is part of the Brookshire Brothers family. Our employee-owners take great pride in serving their community. They can be found coaching baseball, volunteering at schools or at local church events. You may even run into them at your local Brookshire Brothers grocery store! Customers enjoy friendly relationships with our stores and our employees. Those relationships make for stronger communities and neighborhoods.

We don't take a one-size-fits-all approach to our stores. Each store provides for the unique needs of the community it serves. We operate under nine distinctive retail brands – Brookshire Brothers, Brookshire Brothers Express, Cormie's Grocery, David's Supermarkets, David's Express, Pecan Foods, Polk Pick-It-Up, Brookshire Brothers Pharmacy and Tobacco Barn. From contemporary grocery stores and convenience-supermarket hybrids to traditional convenience stores, we deliver choices to our customers. At Brookshire Brothers, and in each of our retail brands, our mission is to truly be, "A Celebration of Family and Community".

Rockdale Historical Society

Welcome to the webpage of the Rockdale Historical Society founded in 1998 with the mission of preserving the rich heritage of Rockdale and surrounding areas.

This webpage also contains links to our restoration projects and the area-wide events we have sponsored for promoting historical awareness and fundraising for our restoration projects.

Related Rockdale Links



[History of Rockdale, Milam County, Texas](#)



[History of Milam County](#)

[Rockdale Reporter Newspaper, Online Version](#)

[Rockdale Downtown Association](#)

[Rockdale Chamber of Commerce](#)



NAVIGATING OUR WEBSITE

[Rockdale I&GN Railroad Depot Museum](#) | [Museum Display--Rockdale Women's Vintage Clothing](#) | [Museum Display -Ten Tall Texans Book](#) | [Depot Museum Events of 2009](#) | [2010 Events](#) | [Dr Pepper Exhibit 2010](#) | [Working Blacksmith Museum](#) | [Eugenia Newton Surprise Birthday Party](#) | [Rockdale Depot Museum Store](#) | [2011 Events](#) | [2012 Events](#) | [2013 Events](#) | [2014 Events](#) | [2015 Events](#) | [2016 Events](#) |

HISTORY OF THE ROCKDALE HISTORICAL SOCIETY

In 1998, the Rockdale Historical Society was formed with the initial goal of purchasing the old Rockdale I&GN Passenger Depot and restoring it to its former glory. The restored depot would then house a museum emphasizing the role of the railroads, agriculture, and mining in the development of Rockdale and surrounding areas.

On December 1, 1999 the Rockdale Historical Society purchased the depot building and grounds from Mr. Adolph McVoy Jr. and set about the task of fundraising and restoring the depot which currently houses the Rockdale I&GN Depot Museum with a fantastic collection of historical artifacts.

Since our founding, we have extended our vision to include other areas of historical preservation including an operational blacksmith with early-day tools and other related areas of interest. We are actively soliciting donations of historical photographs and papers and items dealing with life in early day Rockdale and the surrounding areas.

ROCKDALE HISTORICAL SOCIETY OFFICERS AND BOARD MEMBERS

CURRENT OFFICERS

President - Gary Jackson
Secretary - Karen Newton
Treasurer - Pat Jackson
Archivist - Ramona Barlow
Historian & Parliamentarian - Eugenia Newton

CURRENT BOARD MEMBERS

Charlie Watson
Gary Jackson
J T Talley
Lucile Estell
James Powell
Ernest Garza
Gerry Offield
Loy Edmondson
Judy Slusher
Dave Phillips
Glen Banzhaf

MEETINGS OF THE ROCKDALE HISTORICAL SOCIETY

The Rockdale Historical Society is a non-profit 501c3 organization and membership is open to everyone. Regular meetings are 7:00PM every second Tuesday of the month and volunteers are always needed to help with exhibits after hours, classifying and organizing donations and staffing the museum during open hours.

PRESERVING ROCKDALE'S PAST

The Rockdale Historical Society is actively seeking donations of old photos, letters, and historical relics relating to the Rockdale area. These donations are at the heart of preserving our rich heritage. All donated items will be carefully inventoried, documented, donors identified and recorded and the artifacts will be integrated into wonderful displays of Rockdale's early history.

To make a donation, contact any of the Rockdale Historical Society board members or come by the Depot Museum during open hours (Saturdays 10-4 and Sundays 1-4 or call ahead for a special appointment-PHONE No. 512-446-2020).

ABOUT THE ROCKDALE I&GN DEPOT MUSEUM

The Rockdale I&GN Depot Museum is located in downtown Rockdale (11 N. MAIN ST.)in the recently restored former International & Great Northern Passenger Train Depot.

Dedicated to the preservation of our railroad and local history, the museum currently houses a collection of railroad and other artifacts relating to the early history of Rockdale and the surrounding areas. In addition to the fully restored passenger depot, the site has on display a Missouri Pacific dining car, the 36 "Cheyenne Mountain", and a restored Missouri Pacific (StLB&M) caboose. The site also includes an operating model railroad in O and HO scales, and an operational early-day blacksmith shop. For more information about the depot restoration project, see [ROCKDALE I&GN DEPOT](#)



Painting of the Rockdale International & Great Northern Railroad Passenger and Freight Depots and McVoys Grocery and Feed Store across the street.

CONTACT INFORMATION FOR THE DEPOT MUSEUM

MAILING ADDRESS: Rockdale I&GN Depot Museum, PO Box 778, Rockdale, Texas 76567 -USA
PHONE: 512-446-2020

PHYSICAL ADDRESS: 11 N. Main Street, Rockdale, Texas

Copyright © 2009-2016. All rights reserved. No Part of this Website nor any of it's contents may be reproduced in any manner without written permission.

Webmaster : Len Kubiak
1264 FM2116, Rockdale, Texas 76567
PHONE: 512 630-4619
EMAIL ADDRESS: lenkubiak.geo@yahoo.com

[Go the Depot Museum page](#)

406 PECAN ST, ROCKDALE , TX 76567 ⓘ

Generated: Wed 05/24/17

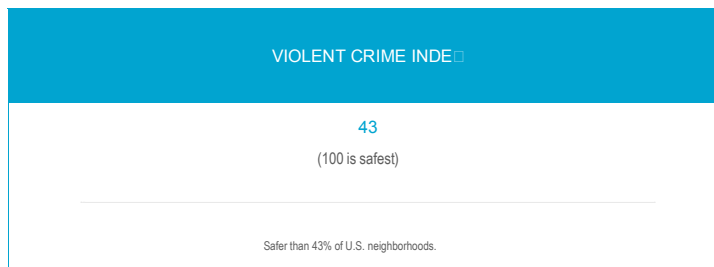
✓ SAVE
📄
✉
🔗
✓ UNLOCKED REPORT

NEIGHBORHOOD CRIME DATA



NEIGHBORHOOD ANNUAL CRIMES

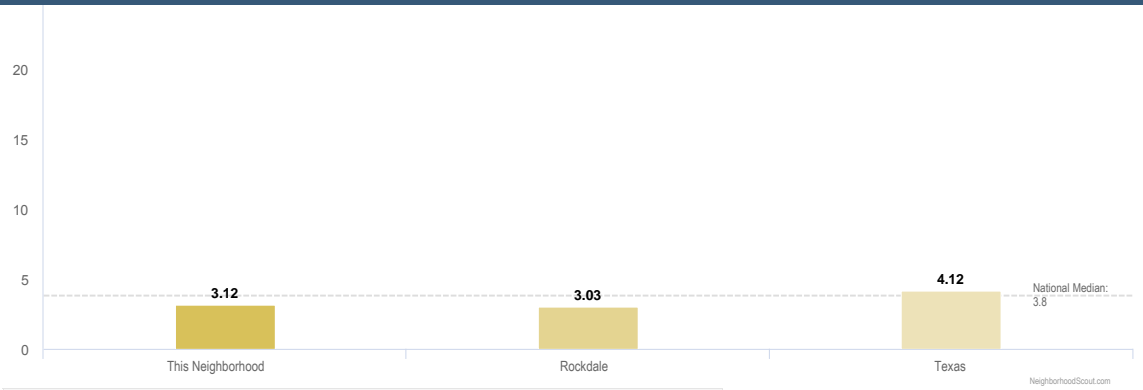
	VIOLENT	PROPERTY	TOTAL
Number of Crimes	15	116	131
Crime Rate (per 1,000 residents)	3.12	24.10	27.22



VIOLENT CRIME INDEX BY TYPE

MURDER INDEX	RAPE INDEX	ROBBERY INDEX	ASSAULT INDEX
100 100 is safest	67 100 is safest	100 100 is safest	30 100 is safest

Support



MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME		
1 IN 321 in this Neighborhood	1 IN 330 in Rockdale	1 IN 243 in Texas

ROCKDALE VIOLENT CRIMES

POPULATION: 5,609

	MURDER	RAPE	ROBBERY	ASSAULT
Report Total	0	1	0	16
Rate per 1,000	0.00	0.18	0.00	2.85

UNITED STATES VIOLENT CRIMES

POPULATION: 321,418,820

	MURDER	RAPE	ROBBERY	ASSAULT
Report Total	15,696	124,047	327,374	764,449
Rate per 1,000	0.05	0.39	1.02	2.38

PROPERTY CRIME INDEX

45
(100 is safest)

Safer than 45% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

BURGLARY INDEX	THEFT INDEX	MOTOR VEHICLE THEFT
30 100 is safest	46 100 is safest	87 100 is safest

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)





**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 11

Site Information Form (Part III)

Site Information Form Part III

Self Score Total: 22

1. Site Acreage

Please identify site acreage as listed in each of the following exhibits/documents.

Site Control: 6.33 Site Plan: 6.33 Appraisal: ESA: 6.33

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

Please provide an explanation of any discrepancies in site acreage below:

[A description of any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development may help the Applicant avoid future amendments.]

2. Site Control - §10.204(10)

The current owner of the Development Site is (If scattered site, & more than one owner, refer to Tab 13 Multi Site Info):

Entity Name

Contact Name

Address

City

State

Zip

Date of Last Sale

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member?

If "Yes," please explain:

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

Name:

Relationship:

Site Control is in the form of:

- Contract for sale.
- Recorded Warranty Deed with corresponding executed closing/settlement statement.
- Contract for lease.

Expiration of Contract or Option: Anticipated Closing Date:

Title Commitment or Title Policy is included behind this tab (as requested in the Multifamily Rules §10.204(12)).

3. 30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) - §11.4(c)

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- No Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- n/a Development is not Elderly and is not located in a QCT that is covered under a Concerted Revitalization Plan. (Competitive HTC only)
- n/a Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)
- n/a Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

** Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

Site Information Form Part III

Self Score Total: 0

1. Site Acreage

Please identify site acreage as listed in each of the following exhibits/documents.

Site Control: 6.148 Site Plan: 6.148 Appraisal: 6.148 ESA: 6.148

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

Please provide an explanation of any discrepancies in site acreage below:

[A description of any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development may help the Applicant avoid future amendments.]

2. Site Control - §10.204(10)

The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

American Academy of Crisis Counseling Rick Sims

Entity Name Contact Name

420 Walnut St

Address

Minden LA 71055 5/15/2013

City State Zip Date of Last Sale

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member? Yes

If "Yes," please explain: Development Owner

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? No

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

Name:	Relationship:
N/A	

Site Control is in the form of:

- Contract for sale.
- Recorded Warranty Deed with corresponding executed closing/settlement statement.
- Contract for lease.

Expiration of Contract or Option: Anticipated Closing Date: 12/1/2018
- Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

3. Site Control - §10.204(10)

Ingress/Egress and Easements (9% and 4% HTC Only) - §11.7

Is land for ingress and/or egress and any easements held separate from the property described in the site control documents?

If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.

4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) - §11.4(c)**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (**Competitive HTC only**)
- Development is entirely Supportive Housing (**Competitive HTC Only**)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (**Competitive HTC only**)
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (**Competitive HTC only**)
- Development includes an additional 10% of units at 30% AMI. *Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)*
- Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8**

** Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

If a revised form is submitted, date of submission: _____



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 12

Supporting Documentation from Site Information (Part III)

Support Documentation from Site Information Part III Should be Included Behind this Tab.

- Site Control Documentation
- Title Commitment or Policy
- Each of the Direct Loan exhibits identified below (as applicable)

Increase in Eligible Basis (30% Boost)

- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable. 

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

- Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.
- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.
- A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.





TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: INSTITUTE FOR TEACHING GOOD WORD

Address: P.O. BOX 1157 ROCKDALE, TX 76567-1157

Phone: 812-446-5564 E-mail: C. Brooks@AAOCC.ORG

Fax: _____ Other: _____

Buyer: AMERICAN ACADEMY OF CRISIS COUNSELING AND/OR NO LIMITS INTERNATIONAL ECONOMIC DEVELOPMENT CORP. AND/OR ASSIGNS

Address: 163 MULBERRY ST. ROCKDALE, TX 76567-2200

Phone: 812-446-5564 E-mail: C. Brooks@AAOCC.ORG

Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in MILLAM County, Texas at

205 4 1/2 E. STREET AND PECAN STREET, ROCKDALE, TX 76567

(address) and that is legally described on the attached Exhibit _____ or as follows:

S16000 ORIGINAL TOWN-RD. BULK LOT 1 N. PT. of + 2 N. PT. OF PECAN STREET ROCKDALE, TX

S16000 ORIGINAL TOWN-RD. BULK LOT 1 S. PT. of + 2 S. PT. OF 205 4 1/2 E. ROCKDALE, TX

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ 200,000.00

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 200,000.00

Commercial Contract - Unimproved Property concerning 205 4th E. AMY PECAN STREET ROCKDALE, TX 76567

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
 - (a) The sales price is calculated on the basis of \$ _____ per:
 - (i) square foot of total area net area.
 - (ii) acre of total area net area.
 - (b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
 - (i) public roadways;
 - (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
 - (iii) _____
 - (c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 10.00 as earnest money with BOTTIS (title company) at 202 W. CONSUMERS AVENUE ROCKDALE, TX 76567 (address) To Be Determined (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
 - B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning 205 4th E. AND PECAN STREET, RICHLAND, TX 76567

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer \$ 1000.00 (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller All (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: NONE

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 0 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

- (2) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) Any And All Correspondence Concerning Said Property.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. **BROKERS:** "NO BROKER INVOLVED IN THIS TRANSACTION"

A. The brokers to this sale are:

Principal Broker: _____	Cooperating Broker: _____
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

Principal Broker: (Check only one box.)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 _____ % of the sales price.

Cooperating Broker a total cash fee of:
 _____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
 - (1) _____ days after the expiration of the feasibility period.
 - July 31, 2017 (specific date).
 - _____
- (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
 - (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TAR-1931);
- (3) Commercial Property Condition Statement (TAR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TAR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (8) Information About Brokerage Services (TAR-2501); and
- (9) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

Commercial Contract - Unimproved Property concerning 205 4th E. AND PECAN STREET ROCKDALE, TX 76867

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: INSTITUTE FOR TEACHING GOD'S WORD

Buyer: AMERICAN ACADEMY OF CRISIS COUNSELING AND/OR
NO LIMITS INTERNATIONAL ECONOMIC DEVELOPMENT CORP.
AND/OR ASSIGNS

By: _____
By (signature): Dennis Brooks
Printed Name: DENNIS BROOKS
Title: President

By: _____
By (signature): [Signature]
Printed Name: RICKS SYMS
Title: EXECUTIVE DIRECTOR

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

\$ _____, or **"NO BROKER INVOLVED!"**
 _____ % of the sales price, or
 _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: **J. FRED BAULISS**

Address: _____ Address: **3600 BRANNCREST DR., SUITE 302**

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

the title company sends to Seller.
 Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

the title company sends to Buyer.
 Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

A. the contract on this day _____ (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____

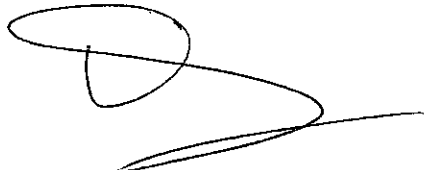
Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

....

Commercial Contract executed
December 29, 2016

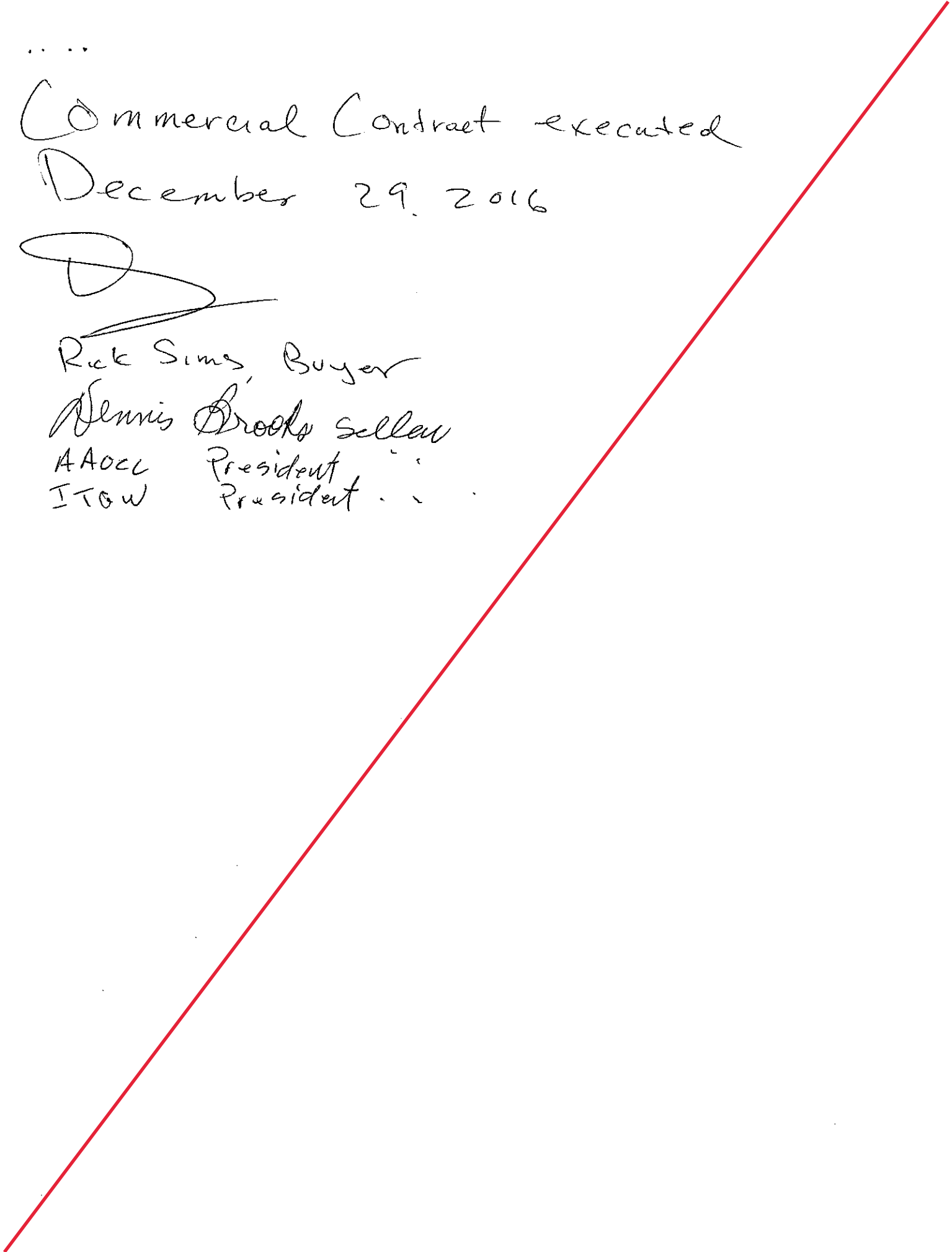


Rick Sims, Buyer

Dennis Brooks, Seller

AAOCL President

ITGW President



ESCROW RECEIPT

GF NUMBER M1-16-137


Escrow Agent acknowledges receipt of Earnest Money Contract, or \$ 10.00
Earnest Money in the form of cash, check, other; check # 2257,
name: Institute for Teaching God's Word representing earnest money
being deposited pursuant to the attached Earnest Money Contract.

Escrow Agent (I) is not a party to the Earnest Money Contract, (ii) has no liability on a check until the check has cleared, (iii) shall not be liable for any interest or other charge on the Earnest Money and shall be under no duty to invest or reinvest funds held by it at anytime, (iv) does not represent title, allowable use or activity on the Property, (v) does not promise to deliver the commitment within the time stated in the Earnest Money Contract, and (vi) requires the Buyer to make written request to the Escrow Agent for copies of covenants and documents. Further, Escrow Agent may, at its option, require written release authorization from all parties before paying money or delivering or redelivering any document or other property to any party or to third parties.

BOTTS TITLE COMPANY (ESCROW AGENT)

By: Kayce Pizarro

Date: 12-29-16

INSTITUTE FOR TEACHING GOD'S WORD SCHOOL ACCOUNT P.O. BOX 1157 PH. 512-446-5564 ROCKDALE, TX 76567		88-281 1119	2257
		DATE	<u>12-29-16</u>
PAY TO THE ORDER OF <u>Botts Title Co</u>		\$ <u>10.00/XX</u>	
<u>Ten dollars & no/100</u>		DOLLARS	
 CITIZENS NATIONAL BANK ROCKDALE, TEXAS • 512-446-5700		<u>Clara Brooks</u>	
MEMO			
* 000019028191 40 2893 2 2257			



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: AMERICAN ACADEMY OF CRISIS COUNSELING

Address: 103 MULBERRY STREET, ROCKDALE, TX 76567-3200
 Phone: 512-446-5564 E-mail: C.BROOKS@AAOCC.ORG
 Fax: _____ Other: _____

Buyer: INSTITUTE FOR TEACHING GOD'S WORD ANYHOW NO LIMITS INTERNATIONAL ECONOMIC DEVELOPMENT

CONSTRUCTION AND/OR ASSIGNS
 Address: P.O. BOX 1157 ROCKDALE, TX 76567-1157
 Phone: 512-446-5564 E-mail: C.BROOKS@AAOCC.ORG
 Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in MILAM County, Texas at 103

(address) and that is legally described on the attached Exhibit _____ or as follows:

S10900 HI VUE BLVB LOT 1-18, BLK C LOT 5-12
Parapetry ID: 12038

B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
 (If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ 1.00
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ 1.00

B. Adjustment to Sales Price: (Check (1) or (2) only.)

(1) The sales price will not be adjusted based on a survey.

(2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

(i) square foot of total area net area.

(ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

(i) public roadways;

(ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

(iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:

(1) is not contingent upon Buyer obtaining third party financing.

(2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.

C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

A. Not later than 3 days after the effective date, Buyer must deposit \$ 1.00 as earnest money with BUTTS (title company) at 202 W. CAMERON AVENUE, ROCKDALE, TX 76567 (address) To BE DETERMINED (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of \$ N/A with the title company to be made part of the earnest money on or before:

(i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or

(ii) _____

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within 10 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

(1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ALL (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: None

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

- (2) Buyer must:
- (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies property tax statements for the Property for the previous 2 calendar years;
- (e) plats of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- (g) ANY AND ALL CORRESPONDENCE CONCERNING SAID PROPERTY

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. **BROKERS:** "NO BROKER INVOLVED IN THIS TRANSACTION!"

A. The brokers to this sale are:

Principal Broker: _____

Cooperating Broker: _____

Agent: _____

Agent: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

License No.: _____

License No.: _____

Principal Broker: (Check only one box.)

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

_____ % of the sales price.

_____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) _____ days after the expiration of the feasibility period.

July 31, 2017 (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) an assignment of all leases to or on the Property;
- (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
- (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
 - (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TAR-1931);
- (3) Commercial Property Condition Statement (TAR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TAR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- (8) Information About Brokerage Services (TAR-2501); and
- (9) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: AMERICAN ACADEMY of CAUSIS COACHING

Buyer: INSTITUTE FOR TEACHING GOD'S WORD AND THE
NEW UNITED INTERNATIONAL ECONOMIC DEVELOPMENT CORP
AND/OR ASSIGNS

By: _____
By (signature): Dennis Brooks sr
Printed Name: Dennis Brooks sr.
Title: President

By: _____
By (signature): _____
Printed Name: Rick R Sims
Title: EXECUTIVE DIRECTOR

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

"NO BROKER INVOLVED!"

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: J. Fred BAYLUS

Address: _____

Address: 3000 BRIMCREST DR., SUITE 302

Phone & Fax: _____

Phone & Fax: 979-693-8361

E-mail: _____

E-mail: JBAYLUS@BAYUSLAW.NET

Seller's attorney requests copies of documents, notices, and other information:

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

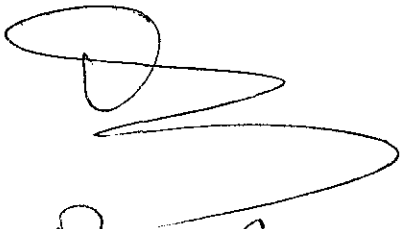
By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

.....
Commercial Contract,
executed Dec. 29, 2014



Rick Sims, Buyer

Annis Beck & Gilly

AAOCC

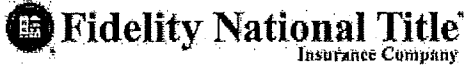
—

President

ITGW

—

President



File No.: MI-16-137

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: Brenda Sumett
Authorized Officer or Agent

Botts Title Company
115 E Main St
Brenham, TX 77833
Tel: 979-830-1279
Fax: 979-830-1471



By: Raymond A. Quinn

President

Attest: [Signature]

Secretary

COMMITMENT FOR TITLE INSURANCE T-7

**ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

SCHEDULE A

Effective Date: **January 25, 2017, 08:00 am**

GF No. **MI-16-137**

Commitment No. _____, issued **February 15, 2017, am**

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$200,000.00**
PROPOSED INSURED: **American Academy of Crisis Counseling and/or No Limits
International Economic Development Corp.**
- b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**
Policy Amount:
PROPOSED INSURED:
- c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. **OTHER**
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
Institute for Teaching God's Word

4. Legal description of land:


Tract One - South half of Lots 1 and 2, Block C, Original Townsite to the City of Rockdale, Milam, County, Texas, according to the plat thereof recorded in Cabinet A, Slide 47A and Slide 77D, Plat Records of Milam County, Texas.

Tract Two - North half of Lots 1 and 2, Block C, Original Townsite to the City of Rockdale, Milam, County, Texas, according to the plat thereof recorded in Cabinet A, Slide 47A and Slide 77D, Plat Records of Milam County, Texas.

Being the same property described in Deed dated January 26, 2010, executed by Kefa Mitchell and husband, Timothy Mitchell to Institute for Teaching God's Word, recorded in Volume 1117, Page 69, Official Records of Milam County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area of quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned
Botts Title Company

By 
Authorized Signature

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Rights of Parties in possession. (Owner's Title Policy Only)**
 - b. **Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.**
 - c. **Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.**
 - d. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
 - e. **The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.**
 - f. **Easements, right of ways and other matters affecting the City of Rockdale, as shown on plat recorded in Cabinet A, Slide 47A and Slide 77D, Plat Records of Milam County, Texas.**
 - g. **Subject to zoning ordinances, if any, of the City of Rockdale, Milam County, Texas.**
 - h. **Oil, Gas and Mineral Lease dated August 2, 1955, executed by Jennie V. Richards fka Jennie Shields Adams and husband, Wallace Richards, Sr. to H. H. Coffield, recorded in Volume 80, Page 451, Oil and Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
 - i. **Oil, Gas and Mineral Lease dated August 2, 1955, executed by Malinda Shields to H. H. Coffield, recorded in Volume 80, Page 453, Oil and Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
 - j. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Require all taxes be paid up and including 2016.**
6. **Require execution of an Affidavit as to Debts and Liens by Sellers.**
7. **Require execution of Waiver of Inspection form by Buyers.**
8. **NOTE: Subject to the terms, conditions and stipulations contained in the Earnest Money Contract between Institute for Teaching God's Word, as Seller(s) and American Academy of Crisis Counseling and/or No Limits International Economic Development Corp. and/or Assigns, as Buyer(s).**
9. **Company to be provided with a copy of the survey required in the above mentioned Earnest Money Contract. Additional exceptions and/or requirements may be made upon receipt and review.**
10. **We must be furnished with a Corporate Resolution by the Board of Directors of Institute for Teaching God's Word authorizing the current transaction, naming the officers authorized to execute the necessary instruments.**
11. **We must be furnished satisfactory proof from the Secretary of the State that Institute for Teaching God's Word is a corporation in good standing and is authorized to do business in that state.**
12. **NOTE TO CLOSER: Contract may be assigned prior to closing.**
13. **Obtain and file for record a Warranty Deed from Institute for Teaching God's Word vesting title in American Academy of Crisis Counseling and/or No Limits International Economic Development Corp.**
14. **If Company is to delete the appropriate portion on the standard survey exception and provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements, and showing the**

exact location of all building lines in relation to the property lines; (b) easements and/or rights of way dedicated or not, that a physical inspection of the premises might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 24 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey. **TITLE COMPANY WILL NOT AND DOES NOT ORDER SURVEYS.** The ordering of surveys is the responsibility of the parties.

15. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the **ISSUANCE** of the loan policy the insured lender on Schedule A of the loan policy will appear as follows: "(Name of Proposed Lender), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions."
16. Title Company must be furnished with any closing package from lender at least 24 hours prior and 48 hours prior if a Home Equity Loan to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said closing instructions.
17. Underwriter requires a copy of photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Driver's License, Passport, Governmental ID)
18. All instruments must be created on forms satisfactory to Title Company.
19. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-77 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as:
 - (1) Cash or wire transfers;
 - (2) Certified funds, including certified checks and cashier's checks;
 - (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation;
 - and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. MI-16-137

Effective Date: January 25, 2017, 08:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

- 1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

- 2. Agent: Botts Title Company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Val Walters

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: None

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: Val Walters

If the Title Insurance Agent is a corporation, the following is a list of its officers: President & Secretary: Val Walters

- 3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$1,429.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$1,429.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions. You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time. You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date



Privacy Notice

You have chosen to do business with Botts Title Company and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "*nonpublic personal information*". Nonpublic personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from Public sources, such as telephone directories or government records.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transaction with us
- Information about your transactions with non-affiliated third parties
- Information we receive from a consumer-reporting agency
- Information we receive from others involved in your transaction, such as the real estate agent or lender

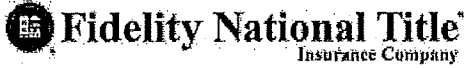
We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to non-affiliated third parties, except as permitted by law.

Botts Title Company recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about this Privacy Policy or have any questions about the privacy of their customer information should call **Botts Title Company at (979)830-1279**.



File No.: MI-16-137

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: Brenda Sumett
Authorized Officer or Agent

By: Raymond A. Quinn

Botts Title Company
115 E Main St
Brenham, TX 77833
Tel: 979-830-1279
Fax: 979-830-1471



President

Attest: [Signature]

Secretary

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: August 15, 2018, 08:00 am

GF No. MI-16-137

Commitment No. _____, issued August 15, 2017, am

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1) (Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$200,000.00
PROPOSED INSURED: American Academy of Crisis Counseling and/or Brooks Haven Ltd.
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
Institute for Teaching God's Word

4. Legal description of land:

Tract One - South half of Lots 1 and 2, Block C, Original Townsite to the City of Rockdale, Milam, County, Texas, according to the plat thereof recorded in Cabinet A, Slide 47A and Slide 77D, Plat Records of Milam County, Texas.


Tract Two - North half of Lots 1 and 2, Block C, Original Townsite to the City of Rockdale, Milam, County, Texas, according to the plat thereof recorded in Cabinet A, Slide 47A and Slide 77D, Plat Records of Milam County, Texas.

Tract Three – S10900 Hi Vue, Block B Lot 1-18 Block C Lot 5-12

Being the same property described in Deed dated January 26, 2010, executed by Kefa Mitchell and husband, Timothy Mitchell to Institute for Teaching God's Word, recorded in Volume 1117, Page 69, Official Records of Milam County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned
Botts Title Company

By 
Authorized Signature

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

Continuation of Schedule B

GF No. MI-16-137

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Rights of Parties in possession. (Owner's Title Policy Only)**
 - b. **Such presently valid and subsisting easements, if any, to which the above property is subject, as may be actually located upon the ground, which are not of record.**
 - c. **Any portion of the property herein described, if any, which falls within the boundaries of any road or roadway.**
 - d. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
 - e. **The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.**
 - f. **Easements, right of ways and other matters affecting the City of Rockdale, as shown on plat recorded in Cabinet A, Slide 47A and Slide 77D, Plat Records of Milam County, Texas.**
 - g. **Subject to zoning ordinances, if any, of the City of Rockdale, Milam County, Texas.**
 - h. **Oil, Gas and Mineral Lease dated August 2, 1955, executed by Jennie V. Richards fka Jennie Shields Adams and husband, Wallace Richards, Sr. to H. H. Coffield, recorded in Volume 80, Page 451, Oil and Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
 - i. **Oil, Gas and Mineral Lease dated August 2, 1955, executed by Malinda Shields to H. H. Coffield, recorded in Volume 80, Page 453, Oil and Gas Records of Milam County, Texas, together with all rights incident thereto. TITLE to said interest not checked subsequent to date of such document.**
 - j. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Require all taxes be paid up and including 2016.**
6. **Require execution of an Affidavit as to Debts and Liens by Sellers.**
7. **Require execution of Waiver of Inspection form by Buyers.**
8. **NOTE: Subject to the terms, conditions and stipulations contained in the Earnest Money Contract between Institute for Teaching God's Word, as Seller(s) and American Academy of Crisis Counseling and/or No Limits International Economic Development Corp. and/or Assigns, as Buyer(s).**
9. **Company to be provided with a copy of the survey required in the above mentioned Earnest Money Contract. Additional exceptions and/or requirements may be made upon receipt and review.**
10. **We must be furnished with a Corporate Resolution by the Board of Directors of Institute for Teaching God's Word authorizing the current transaction, naming the officers authorized to execute the necessary instruments.**
11. **We must be furnished satisfactory proof from the Secretary of the State that Institute for Teaching God's Word is a corporation in good standing and is authorized to do business in that state.**
12. **NOTE TO CLOSER: Contract may be assigned prior to closing.**
13. **Obtain and file for record a Warranty Deed from Institute for Teaching God's Word vesting title in American Academy of Crisis Counseling and/or No Limits International Economic Development Corp.**
14. **If Company is to delete the appropriate portion on the standard survey exception and provide a T-19 endorsement, obtain on a form and in a manner acceptable to this Company a survey and field notes from a Registered Public Surveyor showing the following: (a) the location of all improvements, and showing the**

Continuation of Schedule C

GF No. MI-16-137

exact location of all building lines in relation to the property lines; (b) easements and/or rights of way dedicated or not, that a physical inspection of the premises might disclose; (c) indicating and labeling all encroachments, or on the face of the survey, "No Encroachments". Any survey required in the current transaction must be submitted to Company at least 24 hours prior to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey. **TITLE COMPANY WILL NOT AND DOES NOT ORDER SURVEYS.** The ordering of surveys is the responsibility of the parties.

15. If a Loan Policy contemplated by this commitment is subsequent issued to the proposed lender shown on Schedule A, at the request of the proposed lender, upon the **ISSUANCE** of the loan policy the insured lender on Schedule A of the loan policy will appear as follows: "(Name of Proposed Lender), and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provision of Section 12(c) of the Conditions."
16. Title Company must be furnished with any closing package from lender at least 24 hours prior and 48 hours prior if a Home Equity Loan to closing for review. Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said closing instructions.
17. Underwriter requires a copy of photo identification of all parties executing documents at closing be kept in guarantee file. (i.e. Driver's License, Passport, Governmental ID)
18. All instruments must be created on forms satisfactory to Title Company.
19. Note to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this Commitment. The following constitutes major changes in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account. The term "Good Funds" is defined as:
 - (1) Cash or wire transfers;
 - (2) Certified funds, including certified checks and cashier's checks;
 - (3) Uncertified funds in amounts less than \$1,500.00, including checks, traveler's checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation;
 - and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts and any other items when collected by the financial institution.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **MI-16-137**

Effective Date: **January 25, 2017, 08:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

- The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

- Agent: Botts Title Company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Val Walters

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: None

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: Val Walters

If the Title Insurance Agent is a corporation, the following is a list of its officers: President & Secretary: Val Walters

- You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$1,429.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$1,429.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions. You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time. You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date



City of Rockdale

March 13, 2017

Memorandum for Record

This is to certify that the City of Rockdale has provided/will provide utilities (water/wastewater/sanitation) to any development within the corporate limits of Rockdale, Texas. TXU Energy is the local provider of electrical service for the Rockdale area and will provide power to any development in and around Rockdale. All utilities will be provided at the expense of the property owner(s).

Please contact my office at (512) 446-2511 if you have any further questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Whittaker", with a long horizontal flourish extending to the right.

Chris Whittaker
City Manager



**Oncor Electric Delivery Company LLC
a Delaware limited liability company**

September 8, 2017

Donna McGinnis
Oncor Electric Delivery
308 S. 7th Street
Temple, Texas 76504

Brooks Haven Supportive Housing,
Rockdale Texas
Attn: Rick Sims

Re: NEC E 4th @ Pecan St and NE of Wilhite Dr @ Maloy

Please be advised that Oncor Electric Delivery Company LLC, a Delaware limited liability company, can provide electric service to the above referenced site. Service will be provided upon request in accordance with our tariffs and service regulations on file with the Public Utility Commission of Texas.

If you have questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Donna McGinnis". The signature is written in a cursive, flowing style.

Donna McGinnis
New Construction Manager

Pop-Facts Demographics

Title Page

Data Version: 2017 Feb (Quick Market Insights)

Report Generation Method: Single

Analysis Area: Rockdale CCD, TX (48331950300); Rockdale city, TX (48331950700); Thorndale CCD, ...

Reporting Detail: Aggregate

Include Map: No

Include Charts: No

Analysis Area Detail: No

Report Sections:

- Pop-Facts Summary

- Pop-Facts Demographic Snapshot

- Pop-Facts Census Demographic Overview

- Pop-Facts Population Quick Facts

- Pop-Facts Household Quick Facts

- Pop-Facts Demographic Quick Facts

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Pop-Facts Summary		
Population		
2022 Projection	12,444	
2017 Estimate	12,345	
2010 Census	12,648	
2000 Census	12,451	
Growth 2017 - 2022		0.80%
Growth 2010 - 2017		(2.40%)
Growth 2000 - 2010		1.58%
Households		
2022 Projection	4,783	
2017 Estimate	4,722	
2010 Census	4,793	
2000 Census	4,697	
Growth 2017 - 2022		1.29%
Growth 2010 - 2017		(1.48%)
Growth 2000 - 2010		2.04%
Family Households		
2022 Projection	3,373	
2017 Estimate	3,329	
2010 Census	3,379	
2000 Census	3,426	
Growth 2017 - 2022		1.32%
Growth 2010 - 2017		(1.48%)
Growth 2000 - 2010		(1.37%)

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Pop-Facts Demographic Snapshot		
2017 Est. Population by Single-Classification Race	12,345	
White Alone	9,643	78.11%
Black or African American Alone	910	7.37%
Amer. Indian and Alaska Native Alone	112	0.91%
Asian Alone	87	0.70%
Native Hawaiian and Other Pac. Isl. Alone	1	0.01%
Some Other Race Alone	1,275	10.33%
Two or More Races	317	2.57%

2017 Est. Population by Hispanic or Latino Origin	12,345	
Not Hispanic or Latino	9,132	73.97%
Hispanic or Latino	3,213	26.03%
Mexican	2,938	91.44%
Puerto Rican	34	1.06%
Cuban	1	0.03%
All Other Hispanic or Latino	240	7.47%

2017 Est. Hisp. or Latino Pop by Single-Class. Race	3,213	
White Alone	1,639	51.01%
Black or African American Alone	59	1.84%
American Indian and Alaska Native Alone	70	2.18%
Asian Alone	0	0.00%
Native Hawaiian and Other Pacific Islander Alone	1	0.03%
Some Other Race Alone	1,272	39.59%
Two or More Races	172	5.35%

2017 Est. Pop by Race, Asian Alone, by Category	87	
Chinese, except Taiwanese	0	0.00%
Filipino	0	0.00%
Japanese	0	0.00%
Asian Indian	87	100.00%
Korean	0	0.00%
Vietnamese	0	0.00%
Cambodian	0	0.00%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Hmong	0	0.00%
Laotian	0	0.00%
Thai	0	0.00%
All Other Asian Races Including 2+ Category	0	0.00%

2017 Est. Population by Ancestry	12,345	
Arab	0	0.00%
Czech	523	4.24%
Danish	1	0.01%
Dutch	40	0.32%
English	637	5.16%
French (except Basque)	77	0.62%
French Canadian	17	0.14%
German	2,129	17.25%
Greek	0	0.00%
Hungarian	0	0.00%
Irish	689	5.58%
Italian	218	1.77%
Lithuanian	0	0.00%
United States or American	569	4.61%
Norwegian	4	0.03%
Polish	33	0.27%
Portuguese	0	0.00%
Russian	14	0.11%
Scottish	45	0.36%
Scotch-Irish	170	1.38%
Slovak	0	0.00%
Subsaharan African	0	0.00%
Swedish	79	0.64%
Swiss	1	0.01%
Ukrainian	0	0.00%
Welsh	0	0.00%
West Indian (except Hisp. groups)	31	0.25%
Other ancestries	4,746	38.44%
Ancestry Unclassified	2,322	18.81%

2017 Est. Pop Age 5+ by Language Spoken At Home	11,576	
--	---------------	--

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Speak Only English at Home	9,802	84.68%
Speak Asian/Pac. Isl. Lang. at Home	106	0.92%
Speak IndoEuropean Language at Home	94	0.81%
Speak Spanish at Home	1,574	13.60%
Speak Other Language at Home	0	0.00%

2017 Est. Population by Sex	12,345	
Male	6,098	49.40%
Female	6,247	50.60%

2017 Est. Population by Age	12,345	
Age 0 - 4	769	6.23%
Age 5 - 9	792	6.42%
Age 10 - 14	865	7.01%
Age 15 - 17	545	4.41%
Age 18 - 20	491	3.98%
Age 21 - 24	611	4.95%
Age 25 - 34	1,257	10.18%
Age 35 - 44	1,318	10.68%
Age 45 - 54	1,549	12.55%
Age 55 - 64	1,717	13.91%
Age 65 - 74	1,351	10.94%
Age 75 - 84	741	6.00%
Age 85 and over	339	2.75%
Age 16 and over	9,742	78.91%
Age 18 and over	9,374	75.93%
Age 21 and over	8,883	71.96%
Age 65 and over	2,431	19.69%
2017 Est. Median Age	41.4	
2017 Est. Average Age	41.0	

2017 Est. Male Population by Age	6,098	
Age 0 - 4	399	6.54%
Age 5 - 9	415	6.81%
Age 10 - 14	449	7.36%
Age 15 - 17	292	4.79%
Age 18 - 20	262	4.30%
Age 21 - 24	308	5.05%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Age 25 - 34	612	10.04%
Age 35 - 44	642	10.53%
Age 45 - 54	763	12.51%
Age 55 - 64	833	13.66%
Age 65 - 74	693	11.36%
Age 75 - 84	308	5.05%
Age 85 and over	122	2.00%
2017 Est. Median Age, Male	39.9	
2017 Est. Average Age, Male	39.8	

2017 Est. Female Population by Age	6,247	
Age 0 - 4	370	5.92%
Age 5 - 9	377	6.03%
Age 10 - 14	416	6.66%
Age 15 - 17	253	4.05%
Age 18 - 20	229	3.67%
Age 21 - 24	303	4.85%
Age 25 - 34	645	10.32%
Age 35 - 44	676	10.82%
Age 45 - 54	786	12.58%
Age 55 - 64	884	14.15%
Age 65 - 74	658	10.53%
Age 75 - 84	433	6.93%
Age 85 and over	217	3.47%
2017 Est. Median Age, Female	42.8	
2017 Est. Average Age, Female	42.1	

2017 Est. Pop Age 15+ by Marital Status	9,919	
Total, Never Married	2,647	26.69%
Males, Never Married	1,568	15.81%
Females, Never Married	1,079	10.88%
Married, Spouse present	4,734	47.73%
Married, Spouse absent	636	6.41%
Widowed	688	6.94%
Males Widowed	179	1.80%
Females Widowed	509	5.13%
Divorced	1,214	12.24%
Males Divorced	516	5.20%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Females Divorced	698	7.04%

2017 Est. Pop Age 25+ by Edu. Attainment	8,272	
Less than 9th grade	601	7.27%
Some High School, no diploma	883	10.67%
High School Graduate (or GED)	3,316	40.09%
Some College, no degree	1,473	17.81%
Associate Degree	619	7.48%
Bachelor's Degree	999	12.08%
Master's Degree	321	3.88%
Professional School Degree	35	0.42%
Doctorate Degree	25	0.30%

2017 Est. Pop Age 25+ by Edu. Attain., Hisp./Lat.	1,601	
No High School Diploma	769	48.03%
High School Graduate	463	28.92%
Some College or Associate's Degree	266	16.61%
Bachelor's Degree or Higher	103	6.43%

2017 Est. Households by Household Type	4,722	
Family Households	3,329	70.50%
Nonfamily Households	1,393	29.50%

2017 Est. Group Quarters Population	178	
-------------------------------------	-----	--

2017 HHs by Ethnicity, Hispanic/Latino	885	
--	-----	--

2017 Est. Households by HH Income	4,722	
Income < \$15,000	818	17.32%
Income \$15,000 - \$24,999	706	14.95%
Income \$25,000 - \$34,999	666	14.10%
Income \$35,000 - \$49,999	577	12.22%
Income \$50,000 - \$74,999	703	14.89%
Income \$75,000 - \$99,999	434	9.19%
Income \$100,000 - \$124,999	404	8.56%
Income \$125,000 - \$149,999	204	4.32%
Income \$150,000 - \$199,999	107	2.27%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Income \$200,000 - \$249,999	46	0.97%
Income \$250,000 - \$499,999	47	1.00%
Income \$500,000+	10	0.21%
2017 Est. Average Household Income	\$57,480	
2017 Est. Median Household Income	\$39,445	

2017 Median HH Inc. by Single-Class. Race or Eth.		
White Alone	\$43,066	
Black or African American Alone	\$14,999	
American Indian and Alaska Native Alone	\$36,667	
Asian Alone	\$68,056	
Native Hawaiian and Other Pacific Islander Alone	\$0	
Some Other Race Alone	\$34,384	
Two or More Races	\$19,286	
Hispanic or Latino	\$28,584	
Not Hispanic or Latino	\$45,951	

2017 Est. Family HH Type by Presence of Own Child.		
	3,329	
Married-Couple Family, own children	933	28.03%
Married-Couple Family, no own children	1,588	47.70%
Male Householder, own children	120	3.60%
Male Householder, no own children	124	3.72%
Female Householder, own children	323	9.70%
Female Householder, no own children	241	7.24%

2017 Est. Households by Household Size		
	4,722	
1-person	1,230	26.05%
2-person	1,619	34.29%
3-person	723	15.31%
4-person	581	12.30%
5-person	340	7.20%
6-person	152	3.22%
7-or-more-person	77	1.63%
2017 Est. Average Household Size	2.58	

Pop-Facts Demographics

Description	Aggregate	
	Total	%
2017 Est. Households by Presence of People Under 18	4,722	
Households with 1 or More People under Age 18:	1,612	34.14%
Married-Couple Family	1,054	65.38%
Other Family, Male Householder	150	9.31%
Other Family, Female Householder	391	24.26%
Nonfamily, Male Householder	13	0.81%
Nonfamily, Female Householder	4	0.25%
Households with No People under Age 18:	3,110	65.86%
Married-Couple Family	1,466	47.14%
Other Family, Male Householder	95	3.05%
Other Family, Female Householder	173	5.56%
Nonfamily, Male Householder	621	19.97%
Nonfamily, Female Householder	755	24.28%
2017 Est. Households by Number of Vehicles	4,722	
No Vehicles	352	7.45%
1 Vehicle	1,529	32.38%
2 Vehicles	1,852	39.22%
3 Vehicles	617	13.07%
4 Vehicles	259	5.48%
5 or more Vehicles	113	2.39%
2017 Est. Average Number of Vehicles	1.9	
2017 Est. Families by Poverty Status	3,329	
2017 Families at or Above Poverty	2,809	84.38%
2017 Families at or Above Poverty with Children	1,168	35.09%
2017 Families Below Poverty	520	15.62%
2017 Families Below Poverty with Children	363	10.90%
2017 Est. Pop Age 16+ by Employment Status	9,742	
In Armed Forces	0	0.00%
Civilian - Employed	5,046	51.80%
Civilian - Unemployed	782	8.03%
Not in Labor Force	3,914	40.18%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
2017 Est. Civ. Employed Pop 16+ by Class of Worker	5,195	
For-Profit Private Workers	3,295	63.43%
Non-Profit Private Workers	309	5.95%
Local Government Workers	536	10.32%
State Government Workers	259	4.99%
Federal Government Workers	154	2.96%
Self-Employed Workers	631	12.15%
Unpaid Family Workers	11	0.21%

2017 Est. Civ. Employed Pop 16+ by Occupation	5,195	
Architect/Engineer	70	1.35%
Arts/Entertainment/Sports	42	0.81%
Building Grounds Maintenance	164	3.16%
Business/Financial Operations	173	3.33%
Community/Social Services	88	1.69%
Computer/Mathematical	108	2.08%
Construction/Extraction	659	12.69%
Education/Training/Library	395	7.60%
Farming/Fishing/Forestry	70	1.35%
Food Prep/Serving	282	5.43%
Health Practitioner/Technician	187	3.60%
Healthcare Support	140	2.69%
Maintenance Repair	274	5.27%
Legal	15	0.29%
Life/Physical/Social Science	42	0.81%
Management	390	7.51%
Office/Admin. Support	755	14.53%
Production	209	4.02%
Protective Services	106	2.04%
Sales/Related	522	10.05%
Personal Care/Service	179	3.45%
Transportation/Moving	325	6.26%

2017 Est. Pop 16+ by Occupation Classification	5,195	
Blue Collar	1,467	28.24%
White Collar	2,787	53.65%
Service and Farm	941	18.11%

Pop-Facts Demographics

Description	Aggregate	
	Total	%

2017 Est. Workers Age 16+ by Transp. to Work		
Drove Alone	3,785	74.00%
Car Pooled	861	16.83%
Public Transportation	3	0.06%
Walked	46	0.90%
Bicycle	0	0.00%
Other Means	200	3.91%
Worked at Home	220	4.30%

2017 Est. Workers Age 16+ by Travel Time to Work		
Less than 15 Minutes	1,791	
15 - 29 Minutes	1,179	
30 - 44 Minutes	682	
45 - 59 Minutes	394	
60 or more Minutes	857	
2017 Est. Avg Travel Time to Work in Minutes		31.00

2017 Est. Occupied Housing Units by Tenure		
Owner Occupied	3,405	72.11%
Renter Occupied	1,317	27.89%

2017 Owner Occ. HUs: Avg. Length of Residence		18.3
---	--	------

2017 Renter Occ. HUs: Avg. Length of Residence		7.8
--	--	-----

2017 Est. Owner-Occupied Housing Units by Value		
Value Less than \$20,000	265	7.78%
Value \$20,000 - \$39,999	421	12.36%
Value \$40,000 - \$59,999	457	13.42%
Value \$60,000 - \$79,999	350	10.28%
Value \$80,000 - \$99,999	272	7.99%
Value \$100,000 - \$149,999	553	16.24%
Value \$150,000 - \$199,999	294	8.63%
Value \$200,000 - \$299,999	549	16.12%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Value \$300,000 - \$399,999	120	3.52%
Value \$400,000 - \$499,999	49	1.44%
Value \$500,000 - \$749,999	36	1.06%
Value \$750,000 - \$999,999	8	0.23%
Value \$1,000,000 or more	31	0.91%
2017 Est. Median All Owner-Occupied Housing Value	\$95,404	

2017 Est. Housing Units by Units in Structure	5,718	
1 Unit Attached	90	1.57%
1 Unit Detached	4,103	71.76%
2 Units	131	2.29%
3 or 4 Units	110	1.92%
5 to 19 Units	268	4.69%
20 to 49 Units	0	0.00%
50 or More Units	21	0.37%
Mobile Home or Trailer	995	17.40%
Boat, RV, Van, etc.	0	0.00%

2017 Est. Housing Units by Year Structure Built	5,718	
Housing Units Built 2010 or later	126	2.20%
Housing Units Built 2000 to 2009	669	11.70%
Housing Units Built 1990 to 1999	691	12.08%
Housing Units Built 1980 to 1989	1,176	20.57%
Housing Units Built 1970 to 1979	891	15.58%
Housing Units Built 1960 to 1969	380	6.65%
Housing Units Built 1950 to 1959	993	17.37%
Housing Units Built 1940 to 1949	411	7.19%
Housing Unit Built 1939 or Earlier	381	6.66%
2017 Est. Median Year Structure Built	1978	

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Pop-Facts Census Demographic Overview		
2010 Pop by Single Race Classification	12,648	
White Alone	10,073	79.64%
Black or African American Alone	1,009	7.98%
American Indian and Alaska Native Alone	88	0.70%
Asian Alone	45	0.36%
Native Hawaiian and Other Pacific Islander Alone	1	0.01%
Some Other Race Alone	1,170	9.25%
Two or More Races	262	2.07%
2010 Population by Ethnicity	12,648	
Hispanic or Latino	2,898	77.09%
Not Hispanic or Latino	9,750	22.91%
2010 Hispanic or Latino Pop by Single-Class. Race	2,898	
White Alone	1,462	50.45%
Black or African American Alone	54	1.86%
American Indian and Alaska Native Alone	59	2.04%
Asian Alone	0	0.00%
Native Hawaiian and Other Pacific Islander Alone	1	0.03%
Some Other Race Alone	1,165	40.20%
Two or More Races	157	5.42%
2010 Population by Sex	12,648	
Male	6,196	48.99%
Female	6,452	51.01%
Male/Female Ratio	0.96	
2010 Population by Age	12,648	
Age 0 - 4	854	6.75%
Age 5 - 9	906	7.16%
Age 10 - 14	946	7.48%
Age 15 - 17	673	5.32%
Age 18 - 20	415	3.28%
Age 21 - 24	476	3.76%
Age 25 - 34	1,316	10.40%
Age 35 - 44	1,486	11.75%
Age 45 - 54	1,850	14.63%
Age 55 - 64	1,605	12.69%
Age 65 - 74	1,097	8.67%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Age 75 - 84	726	5.74%
Age 85 and over	298	2.36%
Age 16 and over	9,717	76.83%
Age 18 and over	9,269	73.28%
Age 21 and over	8,854	70.00%
Age 65 and over	2,121	16.77%
2010 Median Age	40.0	
2010 Male Population by Age	6,196	
Age 0 - 4	447	7.21%
Age 5 - 9	452	7.30%
Age 10 - 14	507	8.18%
Age 15 - 17	359	5.79%
Age 18 - 20	194	3.13%
Age 21 - 24	242	3.91%
Age 25 - 34	630	10.17%
Age 35 - 44	734	11.85%
Age 45 - 54	918	14.82%
Age 55 - 64	796	12.85%
Age 65 - 74	528	8.52%
Age 75 - 84	296	4.78%
Age 85 and over	93	1.50%
2010 Median Age, Male	38.6	
2010 Female Population by Age	6,452	
Age 0 - 4	407	6.31%
Age 5 - 9	454	7.04%
Age 10 - 14	439	6.80%
Age 15 - 17	314	4.87%
Age 18 - 20	221	3.43%
Age 21 - 24	234	3.63%
Age 25 - 34	686	10.63%
Age 35 - 44	752	11.66%
Age 45 - 54	932	14.45%
Age 55 - 64	809	12.54%
Age 65 - 74	569	8.82%
Age 75 - 84	430	6.66%
Age 85 and over	205	3.18%
2010 Median Age, Female	41.3	
2010 Households by Household Type	4,793	

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Family Households	3,379	70.50%
Nonfamily Households	1,414	29.50%
2010 Group Quarters Population	178	
2010 Hispanic or Latino Households	772	
2010 Households by Household Size	4,793	
1-person	1,224	25.54%
2-person	1,648	34.38%
3-person	731	15.25%
4-person	593	12.37%
5-person	352	7.34%
6-person	158	3.30%
7-or-more-person	87	1.82%
2010 Households by Type by Presence of Children	4,793	
2010 Fam HHs, Own Kids, Married Couple Fam	950	19.82%
2010 Fam HHs, Own Kids, Other Fam HH, Male HHldr	122	2.55%
2010 Fam HHs, Own Kids, Other Fam HH, Female HHldr	327	6.82%
2010 Fam HHs, No Own Kids, Married Couple Fam	1,610	33.59%
2010 Fam HHs, No Own Kids, Other Fam HH, Male HHldr	127	2.65%
2010 Fam HHs, No Own Kids, Other Fam HH, Female HHldr	243	5.07%
2010 NonFam HHs	1,414	29.50%
2010 Households by Presence of People Under Age 18	4,793	
HHs with 1 or More People Under Age 18:	1,638	34.17%
Married-Couple Family	1,074	65.57%
Other Family, Male Householder	153	9.34%
Other Family, Female Householder	394	24.05%
Nonfamily, Male Householder	13	0.79%
Nonfamily, Female Householder	4	0.24%
Households with No People Under Age 18:	3,155	65.83%
Married-Couple Family	1,486	47.10%
Other Family, Male Householder	96	3.04%
Other Family, Female Householder	176	5.58%
Nonfamily, Male Householder	629	19.94%
Nonfamily, Female Householder	768	19.94%
2010 Occupied Housing Units by Tenure	4,793	

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Owner Occupied	3,457	72.13%
Renter Occupied	1,336	27.87%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Pop-Facts Population Quick Facts		
2017 Est. Population by Age	12,345	
Age 0 - 4	769	6.23%
Age 5 - 9	792	6.42%
Age 10 - 14	865	7.01%
Age 15 - 17	545	4.41%
Age 18 - 20	491	3.98%
Age 21 - 24	611	4.95%
Age 25 - 34	1,257	10.18%
Age 35 - 44	1,318	10.68%
Age 45 - 54	1,549	12.55%
Age 55 - 64	1,717	13.91%
Age 65 - 74	1,351	10.94%
Age 75 - 84	741	6.00%
Age 85 and over	339	2.75%
Age 16 and over	9,742	78.91%
Age 18 and over	9,374	75.93%
Age 21 and over	8,883	71.96%
Age 65 and over	2,431	19.69%
2017 Est. Median Age	41.4	
2017 Est. Average Age	41.0	
2017 Est. Population by Single-Classification Race		
2017 Est. Population by Single-Classification Race	12,345	
White Alone	9,643	78.11%
Black or African American Alone	910	7.37%
American Indian and Alaska Native Alone	112	0.91%
Asian Alone	87	0.70%
Native Hawaiian and Other Pacific Islander Alone	1	0.01%
Some Other Race Alone	1,275	10.33%
Two or More Races	317	2.57%
2017 Est. Population by Ethnicity (Hispanic or Latino)		
2017 Est. Population by Ethnicity (Hispanic or Latino)	12,345	
Hispanic or Latino	3,213	26.03%
Not Hispanic or Latino	9,132	73.97%
2017 Est. Population by Sex		
2017 Est. Population by Sex	12,345	

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Male	6,098	49.40%
Female	6,247	50.60%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Pop-Facts Household Quick Facts		
2017 Est. Households by Household Income	4,722	
Income < \$15,000	818	17.32%
Income \$15,000 - \$24,999	706	14.95%
Income \$25,000 - \$34,999	666	14.10%
Income \$35,000 - \$49,999	577	12.22%
Income \$50,000 - \$74,999	703	14.89%
Income \$75,000 - \$99,999	434	9.19%
Income \$100,000 - \$124,999	404	8.56%
Income \$125,000 - \$149,999	204	4.32%
Income \$150,000 - \$199,999	107	2.27%
Income \$200,000 - \$249,999	46	0.97%
Income \$250,000 - \$499,999	47	1.00%
Income \$500,000+	10	0.21%
2017 Est. Average Household Income	\$57,480	
2017 Est. Median Household Income	\$39,445	

2017 Median HH Inc. by Single-Classification Race		
White Alone	\$43,066	
Black or African American Alone	\$14,999	
American Indian and Alaska Native Alone	\$36,667	
Asian Alone	\$68,056	
Native Hawaiian and Other Pacific Islander Alone	\$0	
Some Other Race Alone	\$34,384	
Two or More Races	\$19,286	
Hispanic or Latino	\$28,584	
Not Hispanic or Latino	\$45,951	

2017 Est. Households by Household Type	4,722	
Family Households	3,329	70.50%
Nonfamily Households	1,393	29.50%
2017 Est. Group Quarters Population	178	

2017 Est. Households by Household Size	4,722	
1-person	1,230	26.05%
2-person	1,619	34.29%
3-person	723	15.31%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
4-person	581	12.30%
5-person	340	7.20%
6-person	152	3.22%
7-or-more-person	77	1.63%
2017 Est. Average Household Size	2.58	

2017 Est. HHs by Type by Presence of Own Children	Total	%
2017 Est. HHs by Type by Presence of Own Children	3,329	
Married-Couple Family, own children	933	28.03%
Married-Couple Family, no own children	1,588	47.70%
Male Householder, own children	120	3.60%
Male Householder, no own children	124	3.72%
Female Householder, own children	323	9.70%
Female Householder, no own children	241	7.24%

Pop-Facts Demographics

Description	Aggregate	
	Total	%
Pop-Facts Demographic Quick Facts		
2017 Est. Population by Single-Classification Race	12,345	
White Alone	9,643	78.11%
Black or African American Alone	910	7.37%
American Indian and Alaska Native Alone	112	0.91%
Asian Alone	87	0.70%
Native Hawaiian and Other Pacific Islander Alone	1	0.01%
Some Other Race Alone	1,275	10.33%
Two or More Races	317	2.57%
2017 Est. Population by Ethnicity (Hispanic or Latino)	12,345	
Hispanic or Latino	3,213	26.03%
Not Hispanic or Latino	9,132	73.97%
2017 Occupied Housing Units by Tenure	4,722	
Owner-Occupied	3,405	72.11%
Renter-Occupied	1,317	27.89%
2017 Average Household Size	2.58	
2017 Est. Households by Household Income	4,722	
Income < \$15,000	818	17.32%
Income \$15,000 - \$24,999	706	14.95%
Income \$25,000 - \$34,999	666	14.10%
Income \$35,000 - \$49,999	577	12.22%
Income \$50,000 - \$74,999	703	14.89%
Income \$75,000 - \$99,999	434	9.19%
Income \$100,000 - \$124,999	404	8.56%
Income \$125,000 - \$149,999	204	4.32%
Income \$150,000 - \$199,999	107	2.27%
Income \$200,000 - \$249,999	46	0.97%
Income \$250,000 - \$499,999	47	1.00%
Income \$500,000+	10	0.21%
2017 Est. Average Household Income	\$57,480	
2017 Est. Median Household Income	\$39,445	

Pop-Facts Demographics

Description	Aggregate	
	Total	%
2017 Median HH Inc. by Single-Classification Race		
White Alone	\$43,066	
Black or African American Alone	\$14,999	
American Indian and Alaska Native Alone	\$36,667	
Asian Alone	\$68,056	
Native Hawaiian and Other Pacific Islander Alone	\$0	
Some Other Race Alone	\$34,384	
Two or More Races	\$19,286	
Hispanic or Latino	\$28,584	
Not Hispanic or Latino	\$45,951	

Travel time from the site to places of employment is from 2 to 18 minutes by automobile. The cost of travel is determined by the cost of gas and the type of automobile used it would approximately be between \$5.00 to \$10.00. If we calculate gas prices at \$2.00 per gallon and multiply by the maximum 5 miles to employment and assuming 1 mile per gallon



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 13

**Multiple Site
Information Form**

Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

1	<u>512-446-5564</u>	<u>48331950700</u>	<u>5.33</u>	<u>#####</u>
	Contract Number	Census Tract	Acreage	Date of Sale
	<u>103 Mulberry St</u>		<u>Rockdale</u>	
	Street Address		City	
	<u>Dennis Brooks</u>	<u>American Academy of Crisis Counseling</u>		
	Contact Name for Seller	Name of Seller Entity		
	<u>Rick Sims</u>	<u>Institute for TeachingGod's Word/No Limits International</u>		
	Contact Name for Previous Seller	Name of Previous Seller Entity		
	<u>P.O. Box 1157</u>	<u>Rockdale</u>	<u>TX</u>	<u>76567</u>
	Seller Address	City	State	Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?			<input type="button" value="No"/>
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?			<input type="button" value="Yes"/>
	If yes above, describe relationship: <input style="width: 100%;" type="text"/>			
	<input checked="" type="checkbox"/> Contract includes more than one tract/lot. Address, legal description, and acreage are below.			
	a. <u>TBD</u>	<u>S10900 HI VUE BLK B LOT 1-18 &</u>		<u>0</u>
	b. <u></u>	<u>BLK C LOT 5-12</u>		<u>5.33</u>
	c. <u></u>	<u></u>		<u></u>

2	<u>512-446-5564</u>	<u>48331950700</u>	<u>1</u>	<u>#####</u>
	Contract Number	Census Tract	Acreage	Date of Sale
	<u>P.O. Box 1159</u>		<u>Rockdale</u>	
	Street Address		City	
	<u>Rick Sims</u>	<u>Institute for TeachingGod's Word</u>		
	Contact Name for Seller	Name of Seller Entity		
	<u>Dennis Brooks</u>	<u>American Academy of Crisis Counseling/No limits Inte</u>		
	Contact Name for Previous Seller	Name of Previous Seller Entity		
	<u>103 Mulberry St</u>	<u>Rockdale</u>	<u>TX</u>	<u>76567</u>
	Seller Address	City	State	Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?			<input type="button" value="No"/>
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?			<input type="button" value="Yes"/>
	If yes above, describe relationship: <input style="width: 100%;" type="text"/>			
	<input type="checkbox"/> Contract includes more than one tract/lot. Address, legal description, and acreage are below.			
	a. <u>205 4TH E ROCKDALE, TX 76567</u>	<u>PT OF & 2 S PT OF</u>		<u>0.5</u>
	b. <u>PECAN ROCKDALE, TX 76567</u>	<u>S16000 ORIGINAL TOWNRD. BLK C LOT 1 N</u>		<u>0.5</u>
	c. <u></u>	<u></u>		<u>Acres</u>

Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

1	<u>512-446-5564</u>	<u>48331950700</u>	<u>5.33</u>	<u>#####</u>
	Contract Number	Census Tract	Acreage	Date of Sale
	<u>103 Mulberry St</u>		<u>Rockdale</u>	
	Street Address		City	
	<u>Dennis Brooks</u>	<u>American Academy of Crisis Counseling</u>		
	Contact Name for Seller	Name of Seller Entity		
	<u>Rick Sims</u>	<u>Institute for TeachingGod's Word/No Limits</u>		
	Contact Name for Previous Seller	Name of Previous Seller Entity		
	<u>P.O. Box 1157</u>	<u>Rockdale</u>	<u>TX</u>	<u>76567</u>
	Seller Address	City	State	Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?			<input type="button" value="No"/>
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?			<input type="button" value="Yes"/>
	If yes above, describe relationship: 			
	<input checked="" type="checkbox"/> Contract includes more than one tract/lot. Address, legal description, and acreage are below.			
	a. <u>TBD</u>	<u>S10900 HI VUE BLK B LOT 1-18 &</u>		<u>0</u>
	b. <u></u>	<u>BLK C LOT 5-12</u>		<u>5.33</u>
	c. <u></u>	<u></u>		<u></u>

2	<u>512-446-5564</u>	<u>48331950700</u>	<u>1</u>	<u>#####</u>
	Contract Number	Census Tract	Acreage	Date of Sale
	<u>P.O. Box 1159</u>		<u>Rockdale</u>	
	Street Address		City	
	<u>Rick Sims</u>	<u>American Academy of Crisis Counseling/No limits Int</u>		
	Contact Name for Seller	Name of Seller Entity		
	<u>Dennis Brooks</u>	<u>American Academy of Crisis Counseling/No limits Int</u>		
	Contact Name for Previous Seller	Name of Previous Seller Entity		
	<u>103 Mulberry St</u>	<u>Rockdale</u>	<u>TX</u>	<u>76567</u>
	Seller Address	City	State	Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?			<input type="button" value="No"/>
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?			<input type="button" value="Yes"/>
	If yes above, describe relationship: 			
	<input type="checkbox"/> Contract includes more than one tract/lot. Address, legal description, and acreage are below.			
	a. <u>205 4TH E ROCKDALE, TX 76567</u>	<u>PT OF & 2 S PT OF</u>		<u>0.5</u>
	b. <u>PECAN ROCKDALE, TX 76567</u>	<u>S16000 ORIGINAL TOWNRD. BLK C LOT 1 N</u>		<u>0.5</u>
	c. <u></u>	<u></u>		<u>Acres</u>



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**

Building Homes. Strengthening Communities.

TAB 14

Elected Officials

Elected Officials

Elected officials were identified in the **Pre-Application**, and there have been no changes.
 (If box above is checked, these forms may be left **BLANK**.)

Please identify all elected officials which represent the Development Site.

Bill Flores 17
**** US Representative** **District**

<u>Charles Schwertner</u>	<u>5</u>
State Senator	District
Not included with Application	
Support Letter	
<u>John King</u>	
City Mayor	

<u>Terry M. Wilson</u>	<u>20</u>
State Representative	District
Included with Application	
Support Letter	
<u>Dave Barkemeyer</u>	
County Judge	

<u>Denise Monzingo</u>	<u>Rockdale ISD</u>	
School Superintendent	District Name	Email
<u>520 West Davilla</u>	<u>Rockdale</u>	<u>76567</u>
Address	City	Zip

<u>Michelle Lehmkuhl</u>	
Presiding officer of Board of Trustees	Email
<u>520 West Davilla</u>	<u>Rockdale</u> <u>76567</u>
Address	City Zip

** While Applicants are not required to notify US Representatives, the Department is required to notify these elected officials. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

Elected Officials (Continued)

<u>Joyce Dalley</u>		<u>Joyce.Dalley@rockdalecityhall.com</u>
City Council Member	District/Precinct	Email or Phone
<u>Colby Fisher</u>		<u>colby.fisher@rockdalecityhall.com</u>
City Council Member	District/Precinct	Email or Phone
<u>Willie Phillips, Sr.</u>		<u>Willie.Phillips@rockdalecityhall.com</u>
City Council Member	District/Precinct	Email or Phone
<u>Nathan Bland</u>		<u>Nathan.Bland@rockdalecityhall.com</u>
City Council Member	District/Precinct	Email or Phone
<u>Doug Calame</u>		<u>Doug.Calame@rockdalecityhall.com</u>
City Council Member	District/Precinct	Email or Phone
<u>Richard Watkins</u>	<u>1</u>	<u>(254)-593-3171</u>
County Commissioner	District/Precinct	Email or Phone
<u>Donald Shuffield</u>	<u>2</u>	<u>(254)-697-7054</u>
County Commissioner	District/Precinct	Email or Phone
<u>John Fisher</u>	<u>3</u>	<u>(512)-446-2580</u>
County Commissioner	District/Precinct	Email or Phone
<u>Jeff Muegge</u>	<u>4</u>	<u>(512)-898-2115</u>
County Commissioner	District/Precinct	Email or Phone



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 15

Neighborhood Organizations

Neighborhood Organizations

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

- Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, these forms may be left **BLANK**)

1.

Name of Organization		Contact Name
Address		City
Zip	Phone	Fax or Email

2.

Name of Organization		Contact Name
Address		City
Zip	Phone	Fax or Email

3.

Name of Organization		Contact Name
Address		City
Zip	Phone	Fax or Email

4.

Name of Organization		Contact Name
Address		City
Zip	Phone	Fax or Email

5.

Name of Organization		Contact Name
Address		City
Zip	Phone	Fax or Email

Neighborhood Organizations

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

- Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, these forms may be left **BLANK**)

1. N/A -There are no Organizations

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

2.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

3.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

4.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	

5.

Name of Organization		Contact Name	
Address		City	
Zip	Phone	Fax or Email	



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 16

Certification of Notifications

CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete either Part 1 or Part 2 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that The pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

Part 2. Notifications or Re-notifications made at Application

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the *Elected Officials and/or Neighborhood Organizations Form(s)*.

I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the *Application Notification Template*. All of the following entities were notified and are correctly listed on the *Elected Officials Form* and *Neighborhood Organizations Form*:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. No Neighborhood Organizations exist (competitive HTC only):

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the OAP or for which notification is required.

By:

Signature of Applicant/Development Owner

Rick Sims

Printed Name

5/23/2017

Date

Notary Public, State of

Dallas

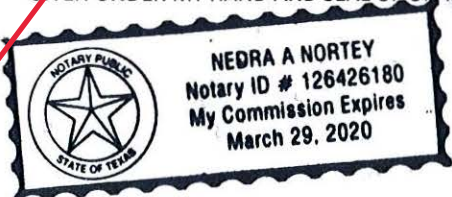
County of

03.29.2020

My Commission expires

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this



23 day of May, 2017

Nedra Northey
Notary Public Signature

CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 below:

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that The pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, the pre-application met all threshold requirements, and no additional notifications were required with this full application.

Re-notifications made at Application (Competitive HTC only):

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the *Elected Officials and/or Neighborhood Organizations Form(s)*.

Notifications made at Application:

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2. Notifications - Form and Content:

I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the *Application Notification Template*. All of the following entities were notified and are correctly listed on the *Elected Officials Form* and *Neighborhood Organizations Form*:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. No Neighborhood Organizations exist (competitive HTC only):

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. Certification

By: _____
Signature of Applicant/Development Owner

1-22-2019

Date

Rick Sims

Printed Name

Notarize on next page

CERTIFICATION OF NOTIFICATIONS (continued)

TEXAS
Notary Public, State of

03-07-2020
My Commission expires

DALLAS
County of

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of JANUARY, 2019

Basu
Notary Public Signature





**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**

Building Homes. Strengthening Communities.

TAB 17

Development Narrative

5. Funding Request:

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

Department Funds applying for with this Application	Requested Amount	If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:		
		Interest Rate (%)	Amortization (Years)	Permanent Term (Years)
Multifamily Direct Loan: Const. to Perm. (Repayable)			30	
Multifamily Direct Loan: Construction Only (Repayable)				
Multifamily Direct Loan: Const. to Perm. (Soft Repayable)	\$ 2,000,000	0.00%		
CHDO Operating Expenses Grant	\$ 50,000			
Housing Tax Credits				
Private Activity Mortgage Revenue				

6. §11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)

Identify any and all set-asides the application will be applying under with an "x".
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Competitive HTC Only						Multifamily Direct Loan Only					
At-Risk		Nonprofit		USDA		CHDO			SH/SR		
										x	

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? Yes

Has this site/activity previously received TDHCA funds? No

If "Yes" Enter Project Number: _____ and TDHCA funding source: _____

Has this site/activity previously received non-TDHCA federal funding? _____

If yes, source: _____

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? Yes

8. Qualified Low Income Housing Development Election (HTC Applications only)

Pursuant to §42(g)(1)(A) & (B), the term "qualified low income housing development" means any project or residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer." Once an election is made, it is irrevocable. Select only one:

At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.

At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

If a revised form is submitted, date of submission: _____



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 18

Development Activities Part I

Development Activities

1. Common Amenities (ALL Multifamily Applications §10.101(b)(5))

of Units must qualify for Points

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(B) of the Uniform Multifamily Rules.

2. Unit Requirements (ALL Multifamily Applications §10.101(b)(6)(A) and (B))

A. Unit Sizes

Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

Bedroom Size	0	1	2	3	4
Square Footage	500	600	800	1,000	1,200

OR:

Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.

B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)

Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

**** Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.****

3. Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)

Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

Application is **only requesting Direct Loan funds** and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. Development Accessibility Requirements (ALL Multifamily Applications)

Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

Yes

If applicable, Development is designed so that a minimum of 20% of each Unit Type (i.e., one bedroom one bath, two bedroom one bath, two bedroom two bath, three bedroom two bath) of otherwise exempt units (i.e. single family residence, duplexes, triplexes, and townhomes) must provide an accessible entry level and all common-use facilities in compliance with the Fair Housing Guidelines, and include a minimum of one bedroom and one bathroom or powder room at the entry level.

Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

Not Applicable

Development is built after July 11, 1988 and has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 19

Development Activities Part II

Development Activities (Continued)

1. Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]

Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below: Points claimed:

Bedroom Size	0	1	2	3	4
Square Footage	550	650	850	1,050	1,250

Specific amenities and quality features will be provided in every Unit and no extra charge to the tenant; Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.* Points claimed:

** Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or guaranteed by HUD.*

2. Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]

At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points:

At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points:

At least 5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points:

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

** Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.*

3. Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]

- Total Number of Units at 50% or less of AMGI
- Number of 30% Units used to score points under §11.9(c)(2)* CHECK YOUR MATH!
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
- Percentage used for calculation of eligible points under §11.9(c)(1)

Mark **only one** box below:

Development is located within a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or Points Claimed:

Developments proposed in all other areas. Points Claimed:

** Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.* Points Claimed:

4. Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]

Mark **only one** box below:

At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization. Points Claimed:

Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or Points Claimed:

Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or Points Claimed:

At least 5% of all low-income Units at 30% or less of AMGI Points Claimed:

Points Claimed:

5. **Tenant Services (Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6) [§11.9(c)(3)]**

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development's LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit 10
- All other Developments. 0
- The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 0

Points Claimed: 10

6. **Tenant Populations with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(7)]**

Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. The units identified for this scoring item may not be the same units identified for Section 811 Project Rental Assistance Demonstration program. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from another source.

Points Claimed: 0


7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**

Development is requesting Pre-Application Points. 0

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**

Development will maintain a 35 year Affordability Period. 0

9. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(5)]**

- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.
- Attached behind this tab are the THC letter and other documentation described above.**
- Application is eligible for five (5) points.  0

10. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

Development Owner agrees to provide a Right of First Refusal to purchase the Development upon the end of the Compliance Period. 0

11. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**

Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/5/2016. 0

Not Applicable

Not Applicable

Not Applicable

Section 811 Project Rental Assistance Program [§10.204(16)]

(9% HTC Applications or Direct Loan Only Applications and Tax-Exempt Bond Development Applications that are layered with Direct Loan Funds)

A. Application contains TDHCA approval for the participation of an Existing Development in the Section 811 PRA Program. The Existing Development must provide the Section 811 PRA Program with at least the lower of 10 units or 10% of the total number of Units in the Development in the Application; **or if the Applicant cannot provide this, Proceed to B.**

Attached behind this tab is the TDHCA approval letter for the participation of an Existing Development.

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

B. Applicants that in the Department's determination cannot meet the requirements of option A. above can proceed, if the application applying for funds includes the items listed below and meets the criteria outlined in this section; **or if the Application cannot provide this, indicate below.**

Attached behind this tab is a Self-Certification that the Applicant and any Affiliate do not have an ownership interest or control of any Existing Development that meets the criteria outlined in the Section 811 PRA Program Existing Development Criteria; or

Attached behind this tab is a Self-Certification that the Applicant and any Affiliate do not have an ownership interest or control of any Existing Development that meets the criteria outlined in the Section 811 PRA Program Existing Development Criteria except on which the Department, lender or investor will not approve; and Attached behind this tab is at least one of the following that allows the Applicant to select B. rather than A.

A copy of rejection letter(s) that has been provided by the Department in response to the applicant's submission of application(s) under the Existing Development Criteria; or

1) a copy of a letter(s) indicating that approval from either the lender or investor cannot be obtained for Existing Development(s). 2) a copy of the TDHCA approval letter(s) for the participation of the Existing Development referenced in the lender or investor letter.

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation for the Development applying under this Application.

Attached behind this tab a Self-Certification that the Development applying for funding has a disqualifying factor named below:

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program (some fields will auto-populate):

The Development is not proposing to use and previously did not use federal funding requiring lead based remediation (such as HOME or CDBG funds), and the Development was originally constructed before 1978;

Development only has units available that have other sources of project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance.

Development only has units that have an existing use restriction for Extremely Low-income households.

Development only has units available that are restricted for persons with disabilities.

Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA's most current Flood Insurance Rate Maps.

The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

Other disqualifying factor [\(please explain\)](#)

Support Documentation from Section 811 Should be Included Behind this Tab.

- n/a TDHCA approval letter for the participation of an Existing Development.
- n/a Executed Certification for Section 811 PRA Program Participation.
- n/a Self-Certification that the Applicant and any Affiliate do not have an ownership interest or control of any Existing Development that meets the criteria outlined in the Section 811 PRA Program Existing Development Criteria; or
- n/a Self-Certification that the Applicant and any Affiliate do not have an ownership interest or control of any Existing Development that meets the criteria outlined in the Section 811 PRA Program Existing Development Criteria except on which the Department, lender or investor will not approve; and
- x At least one of the following that allows the Applicant to select B rather than A:
- n/a A copy of rejection letter(s) that has been provided by the Department in response to the applicant's submission of application(s) under the Existing Development Criteria; or
- n/a 1) a copy of a letter(s) indicating that approval from either the lender or investor cannot be obtained for Existing Development(s). 2) a copy of the TDHCA approval letter(s) for the participation of the Existing Development referenced in the lender or investor letter.
- n/a Executed Certification for Section 811 PRA Program Participation for the Development applying under this Application.
- x Self-Certification that the Development applying for funding has a disqualifying factor.



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 20

Acquisition and Rehabilitation Information

EXISTING DEVELOPMENT INFORMATION

1. At-Risk Set-Aside (*Competitive HTC Applications Only*) [§11.5(3)]

- Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2017 Qualified Allocation Plan.

PART A: DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1941 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):

- The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2017). See §11.5(3)(E) and (F) of the 2016 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
- If the subsidy marked above is a HUD-insured or HUD-held mortgage eligible for prepayment or nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2017), the mortgage must be eligible for prepayment without penalty.
- If the application proposes demolition of existing units which have received a benefit described above,
- the redevelopment will include a portion of the same site, **OR**
 - the applicant may propose relocation of the units in an otherwise qualifying At-Risk Development if:
 - the affordability restrictions and any At-Risk eligible subsidies are approved to be transferred to the Development Site (i.e. the site proposed in the tax credit Application) prior to the tax credit Commitment deadline;
 - the Applicant seeking tax credits must propose the same number of restricted units (e.g. the Applicant may add market rate units); and
 - the new Development Site must qualify for points on the Opportunity Index under §11.9(c)(4) of this chapter (relating to Competitive HTC Selection Criteria) except for the requirements of §11.9(c)(4)(A).

OR (See next page.)

PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

- are owned by a Public Housing Authority **AND**
- receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **OR**
- received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) **AND**
- are proposed to be disposed of or demolished by a Public Housing Authority **OR**
- were disposed of or demolished by a Public Housing Authority in the 2 years preceding the application, **OR**
- receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority's annual plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.
- For Developments qualifying under this Part B [i.e. §2306.6702(a)(5)(B)], evidence of the legal requirements that will unambiguously cause the loss of affordability must be included with the application.
- For Developments qualifying under this Part B [i.e. §2306.6702(a)(5)(B)], only a portion of the subsidy must be retained for the proposed Development, but no less than 25 percent of the proposed Units must be public housing units supported by public housing operating subsidy. (§2306.6714(a-1))
- For Developments qualifying under this Part B [i.e. §2306.6702(a)(5)(B)], if less than 100 percent of the public housing benefits are transferred, an explanation of the disposition of the remaining public housing benefits must be included in the application, as well as a copy of the HUD-approved plan for demolition and disposition.

PART C: IF THE AT-RISK SET-ASIDE IS CLAIMED FOR BENEFITS UNDER SECTION 42, CERTIFY BY MARKING THE BOX BELOW THAT THE APPLICATION INCLUDES THE DOCUMENTATION DESCRIBED.

- Nearing expiration on a requirement to maintain affordability includes Developments eligible to request a Qualified Contract under §42 of the Code. Evidence must be provided in the form of a copy of the recorded LURA, the first years' IRS Forms 8609 for all buildings showing Part II of the form completed and, if applicable, documentation from the original application regarding the right of first refusal.

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A.

The existing Property is expected to have or continue the following benefit:

[Redacted]

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

[Redacted]

A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of funds is:

[Redacted]

The annual amount of funds is:

[Redacted]

The number of units receiving assistance:

[Redacted]

The term of the contract or agreement is (date):

[Redacted]

The expiration of the contract or agreement is (date):

[Redacted]

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

[Redacted]

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?

[Redacted]

Was the building occupied at any time during the last ten years?

[Redacted]

Was the building occupied or suitable for occupancy at the time of purchase?

[Redacted]

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

[Redacted]

If "Yes", provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.



If "No", does the property qualify for a waiver under §42(d)(6)?

[Redacted]

If "Yes", provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?

[Redacted]

Are all the buildings currently under control by the Development Owner?

[Redacted]

If "No", how many buildings are under control by the Development Owner?

[Redacted]

When will the remaining buildings be under control?

[Redacted]

¹Per §2306.008, TDHCA shall support the preservation of affordable housing for individuals with special needs and individuals and families of low income at any location considered necessary by TDHCA.

EXISTING DEVELOPMENT INFORMATION (Continued)

Part B. Acquisition Of Existing Buildings (continued)

Identification or address(es) of Building(s) under Owner's Control	Type of Control (Ownership, Option, Purchase Contract)	Expiration Date	# of Units	Acquisition Cost of Building

Provide the information listed below concerning the acquisition of building(s) for the Development:

- 1. Building(s) acquired or to be acquired from: Related Party Unrelated Party
- 2. Building(s) acquired or to be acquired with Buyer's Basis: Determined with reference to Seller's Basis Not Determined with reference to Seller's Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

Building Address(es)	PIS date of building by most recent owner	Proposed Acquisition date by the Applicant	Years between PIS & Acquisition

3. Lead Based Paint (Direct Loan Applications Only)

Development constructed before January 1, 1978 (If "Yes", continue to next selections)

Check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
- Housing "exclusively" for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
- An inspection performed according to HUD standards found the property contained no lead-based paint.
- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
- The rehabilitation will not disturb any painted surface.
- The property has no bedrooms.
- The property is currently vacant and will remain vacant until demolition.



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 21

Occupied Rehabilitation

Occupied Rehabilitation Developments

Pursuant to §10.204(8)(G) of the Uniform Multifamily Rules, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

At least one of the following must be provided:

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period;
- The two (2) most recent consecutive annual operating statement summaries;
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or;
- All monthly or annual operating summaries available; and

Each of the following items, as applicable, is provided behind this tab:

- A rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy.
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6))
- A relocation plan outlining relocation requirements and a budget with an identified funding source: (§2306.6705(6))
- Any documentation necessary for the Department to facilitate, or advise an Applicant with respect to or ensure compliance with the Uniform Relocation Act and any other relocation laws or regulations as may be applicable; and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6))
- The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.



If one or more the above is not applicable, based upon the type of occupied structures on the Development Site, please provide an explanation of such non-applicability below:

Uniform Relocation Act (URA) Applicability (Direct Loan Applications Only)

The proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Housing and Community Development Act of 1974, and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person is covered under URA, regardless of the income of the person, if they are displaced by acquisition, rehabilitation, or demolition.

A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

These requirements apply to any Development that utilizes Direct Loan funds if (check all that apply):

- The activity involves acquisition of property occupied by a tenant, homeowner, or business.
- The activity involves rehabilitation of property occupied by a tenant, homeowner, or business.
- The activity involves demolition of existing housing units.
- The activity involves conversion of occupied rental property occupied by any tenant.

If ANY of the above boxes are checked, complete the Residential Anti-Displacement and Relocation Assistance Plan Certification below.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied developments must comply with the Uniform Relocation Act. By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under NSP or Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

A displaced person who is not a lower-income tenant will be offered relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"), (Pub. L 91-645, 42 U.S.C. 4601 §§ et seq).

The purpose and goals of the RARAP is to:

- (1) Provide (through its subgrantees) Relocation Assistance
- (2) Minimize Displacement
- (3) Ensure a One-for-One Replacement of Lower-Income Dwelling Units (Direct Loan only)

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

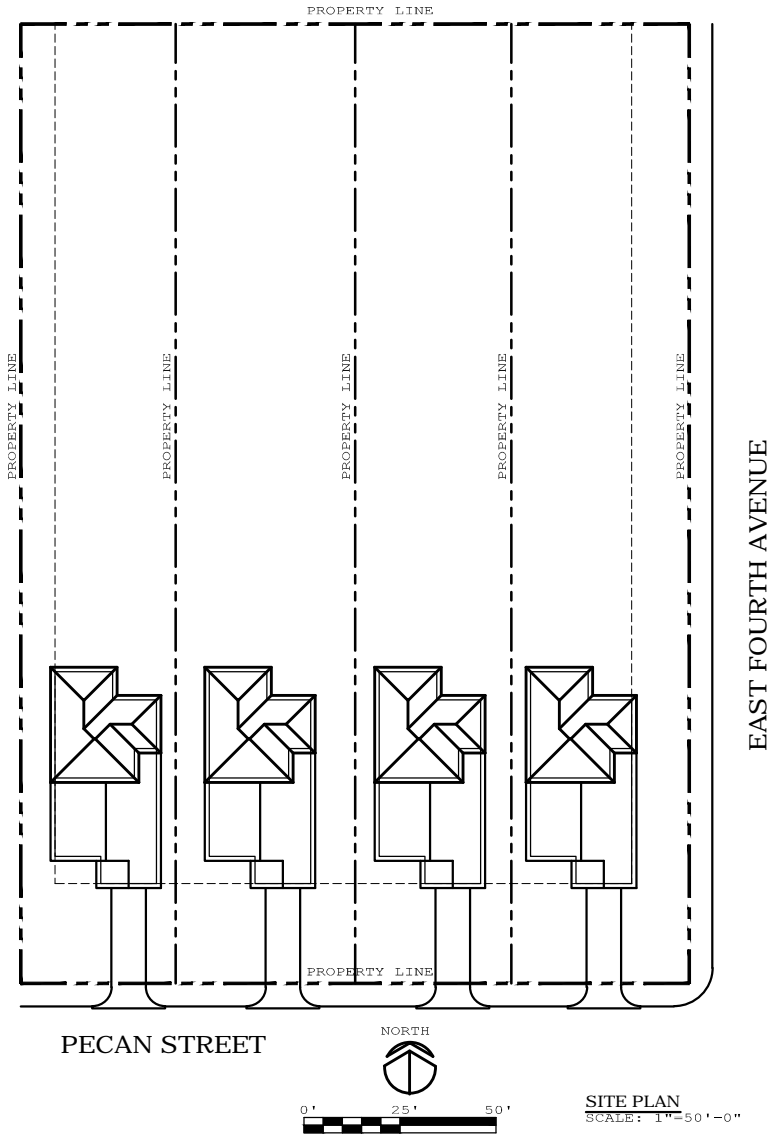
TAB 22

**Architectural
Drawings**

Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]

(If development is scattered site, consult staff.)

- Site Plan which:
 - states the size of the site on its face
 - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building/Unit Configuration forms in labeling the buildings, stating sizes, etc.
 - identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
 - clearly delineates the flood plain boundary lines or states there is no floodplain
 - identifies all easements
 - indicates placement of detention/retention pond(s) or states there are no detention ponds
 - indicates the location and number of parking spaces, garages and carports
 - indicates the location and number of accessible parking spaces (**Rehab Only**)
 - includes information regarding local parking requirements
 - indicates compliant accessible routes (**Rehab Only**)
 - indicates the distribution of accessible Units (**Rehab Only**)
 - describes if applicable how flood mitigation or other required mitigation will be accomplished (**Rehab Only**).
- Residential Building floor plans should include the following, building by building:
 - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
 - indicate location of accessible units
- Common Building floor plans should include the following, building by building:
 - tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
 - tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
 - tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
 - tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)
 - For Supportive Housing only**, specification of space to be used for 50 sq ft/unit common space
- Unit floor plans for each type of Unit
 - 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
 - at least 20% of any "otherwise exempt Units" (i.e., two-story units, and units in SFRs, duplexes and triplexes) have an entry level that is accessible and contains at least one bedroom and a bathroom or powder room
- Elevations for each side of each building type and must include:
 - a percentage estimate of the exterior composition of each elevation
 - roof pitch
- Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)



SITE INFORMATION

ZONING: R-1
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: D-3L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,248
PATIO S.F.:	58
FIRST FLOOR GROSS S.F.:	1,241
GARAGE S.F.:	251
FIRST FLOOR NET S.F.:	943
SECOND FLOOR NET:	508
TOTAL NET SQUARE FOOTAGE:	1,451
TOTAL GROSS SQUARE FOOTAGE:	1,744

SITE PLAN NOTE:

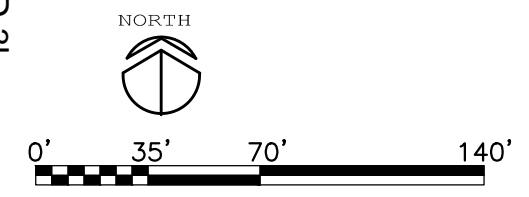
- A) EACH OF THE UNITS THAT WILL CONSTITUTE THE 5% OF THE TOTAL UNITS REQUIRE TO BE MOBILITY ACCESSIBLE.
- B) EACH OF THE UNITS THAT WILL CONSTITUTE THE 2% OF THE TOTAL UNITS REQUIRE TO BE HEARING AND VISION ACCESSIBLE
- C) THERE MUST BE ACCESSIBLE UNITS AT EACH OF THE TWO LOCATIONS



DEVELOPMENT INFORMATION	
NEIGHBORHOOD CD (ZONE):	R-1
LEGAL DESCRIPTION:	PROP. ID: 12038 S10400 HI VUE BLK B LOT 1-18, BLK C LOT 5-12
ADDRESS:	WILHITE DRIVE ROCKDALE, TEXAS 76567
COUNTY:	MILAM CO.
GEOGRAPHIC ID:	S10400-00B-01-00
OCCUPANCY:	R-5 SINGLE-FAMILY
BLDG TYPE:	TYPE-V
TOTAL NUMBER FO LOTS:	26
PARKING SPACES PER LOT:	(2) REQUIRED, (2) PROVIDED
MAXIMUM ALLOWABLE LOT COVERAGE:	40%

SITE PLAN NOTE:
 A) THE HCP UNITS REPRESENT 5% OF THE UNITS REQUIRED TO BE MOBILITY ACCESSIBLE.
 B) THE HEARING/VISUAL ACCESSIBLE UNITS REPRESENT 2% REQUIRED
 C) SITE PLAN MATERIALLY ADHERES TO ALL APPLICABLE ZONING, SITE DEVELOPMENT, AND BUILDING CODE ORDINANCES

SITE PLAN
 SCALE: 1"=70'-0"



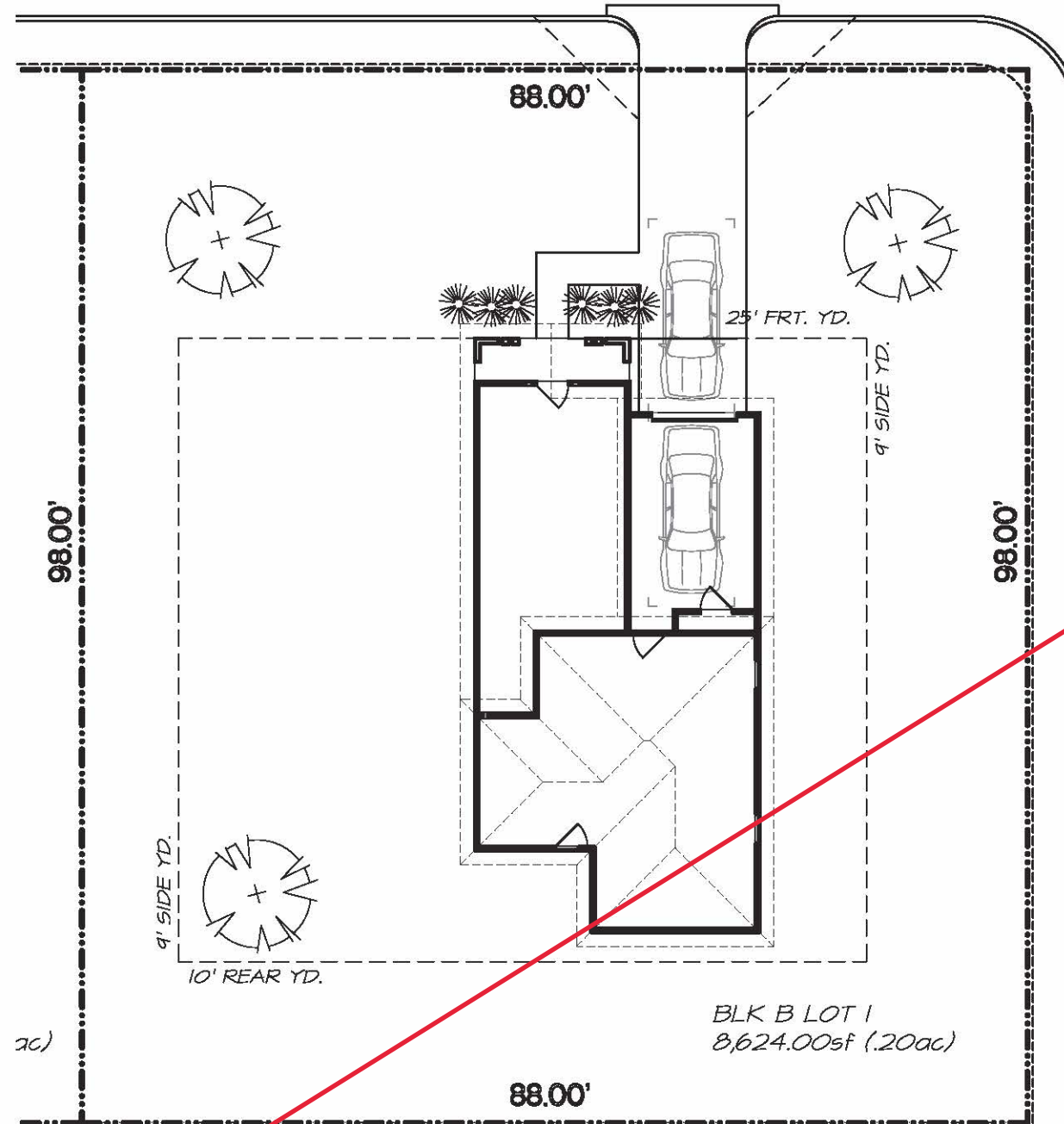
N ←

SITE INFORMATION

ZONING: R-1
LEGAL DESCRIPTION: PROP. ID: 12038
 510900 HI WVE, BLOCK B, LOT 1
ADDRESS: WILHITE DRIVE
 ROCKDALE, TEXAS 76567
OCCUPANCY: R-5 SINGLE-FAMILY
BLDG TYPE: TYPE-V
PLAN DESIGNATION: D-3L
PARKING SPACES: (2) REQUIRED, (2) PROVIDED

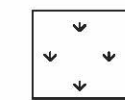
AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,298
PATIO S.F.:	58
FIRST FLOOR GROSS S.F.:	1,241
GARAGE S.F.:	257
FIRST FLOOR NET S.F.:	943
SECOND FLOOR NET:	508
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,451
TOTAL GROSS SQUARE FOOTAGE:	1,749
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,624.00sf (.20ac)
NEW BLDG COVERAGE:	15%

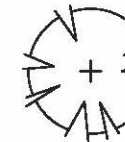


D-3L

LEGEND



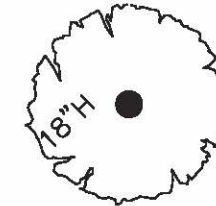
ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.



NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER



NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER



EXISTING LARGE CALIPER
TREES TO REMAIN.



EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"



CEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



CEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks

ft
ft



MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

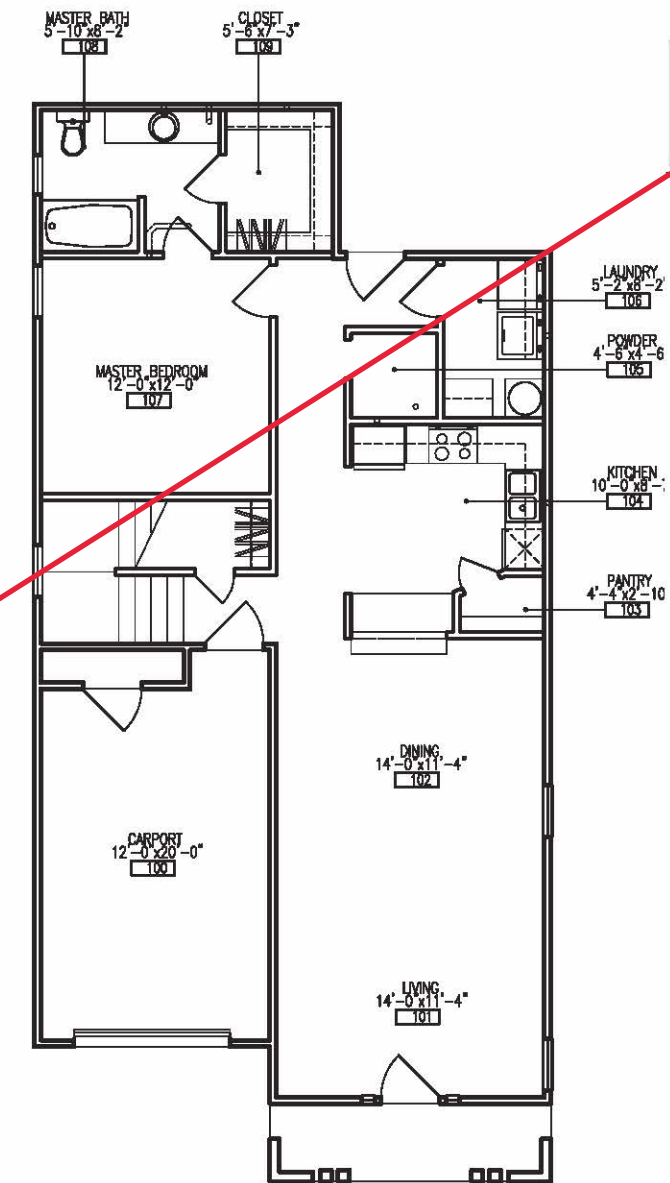
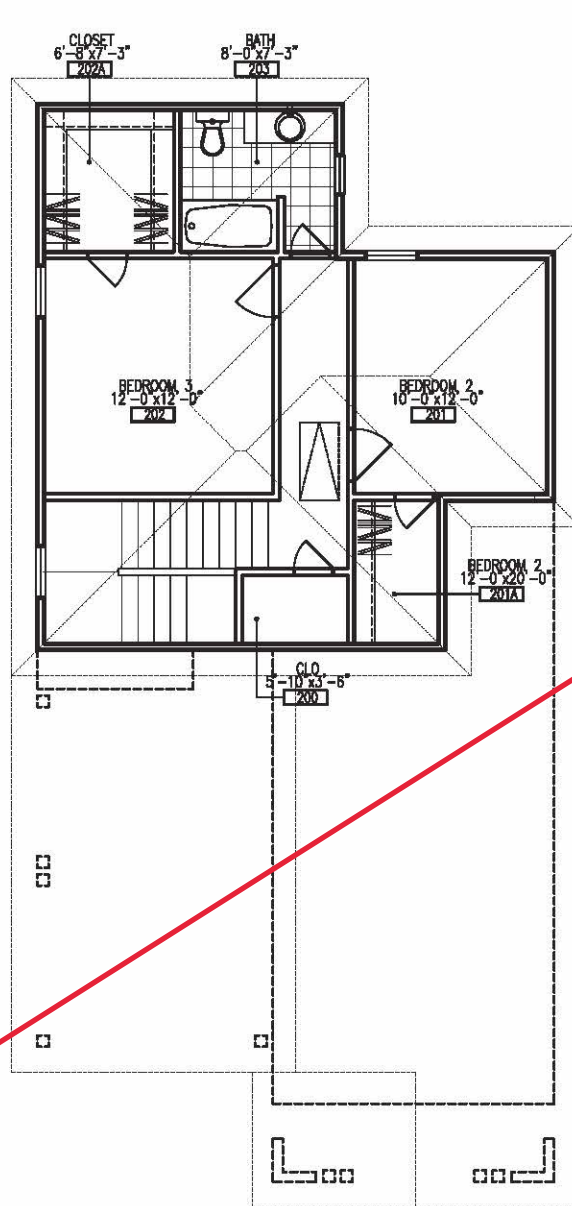


NATCHEZ GRAPE MYRTLE



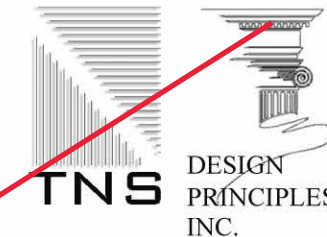
INDIAN HAWTHORNE (PINKIE)

PLANTINGS



2ND FLOOR

1ST FLOOR



**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION

D3L



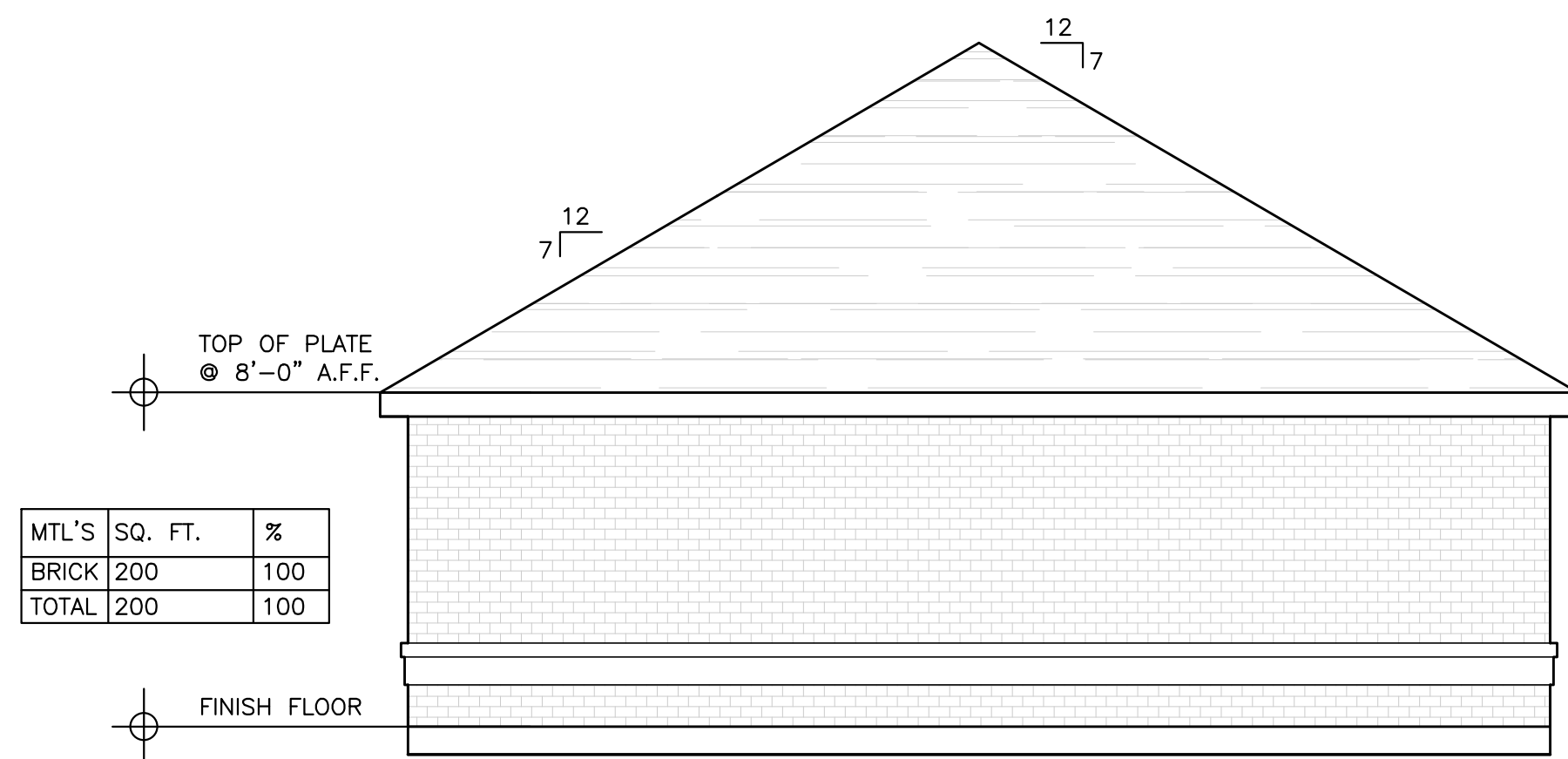
RIGHT ELEVATION

SCALE: 1/4"=1'-0"



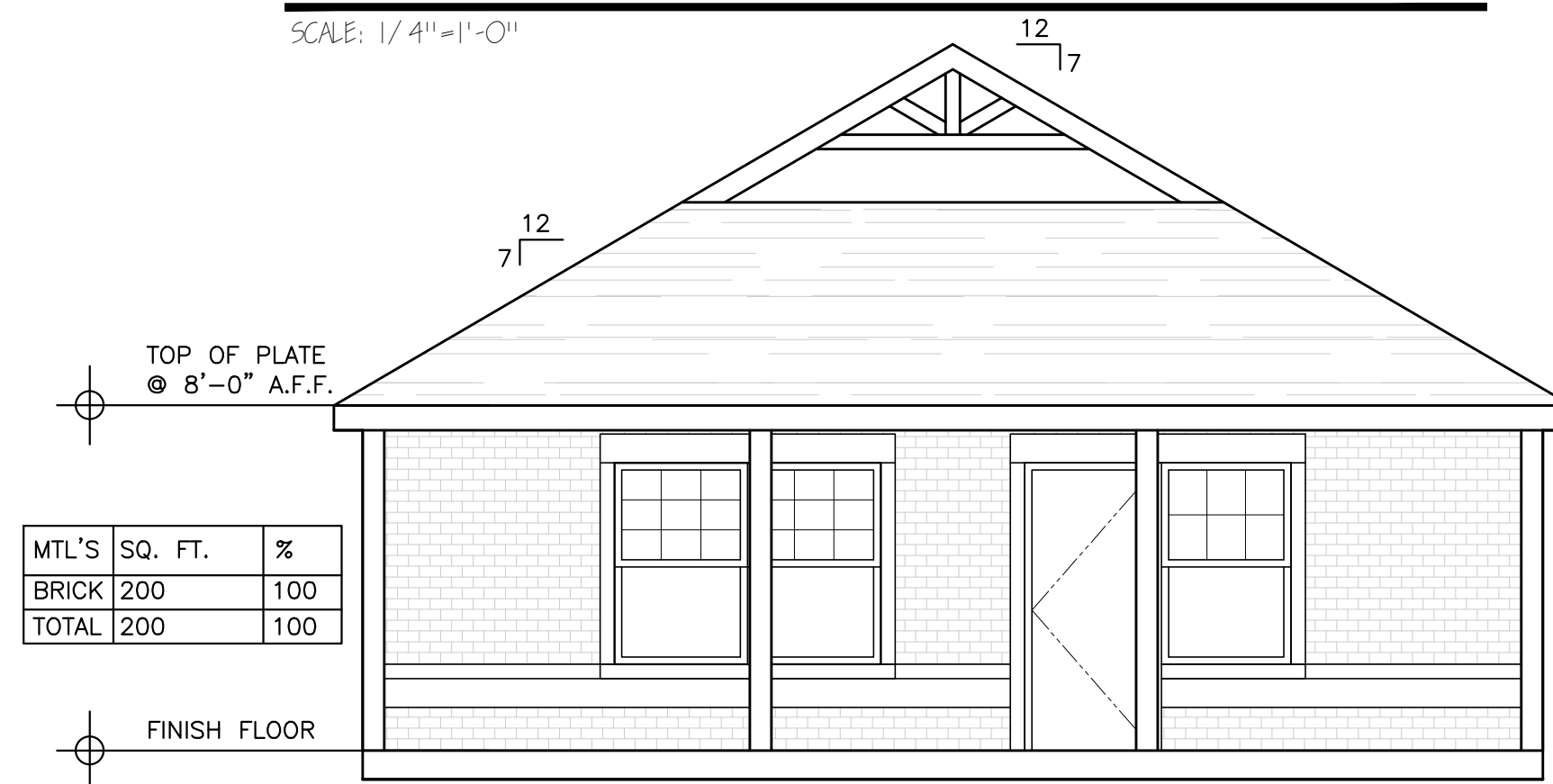
LEFT ELEVATION

SCALE: 1/4"=1'-0"



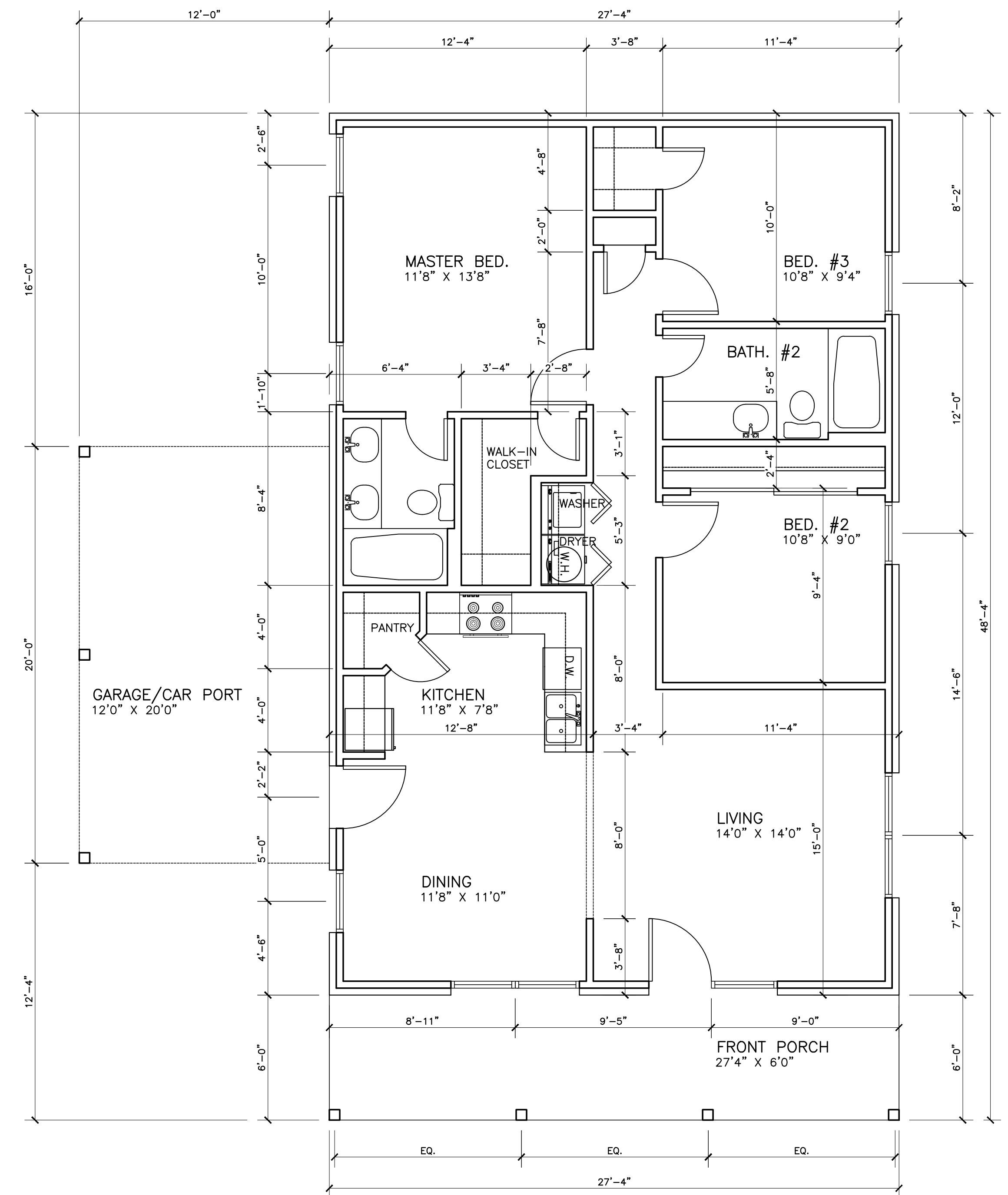
REAR ELEVATION

SCALE: 1/4"=1'-0"



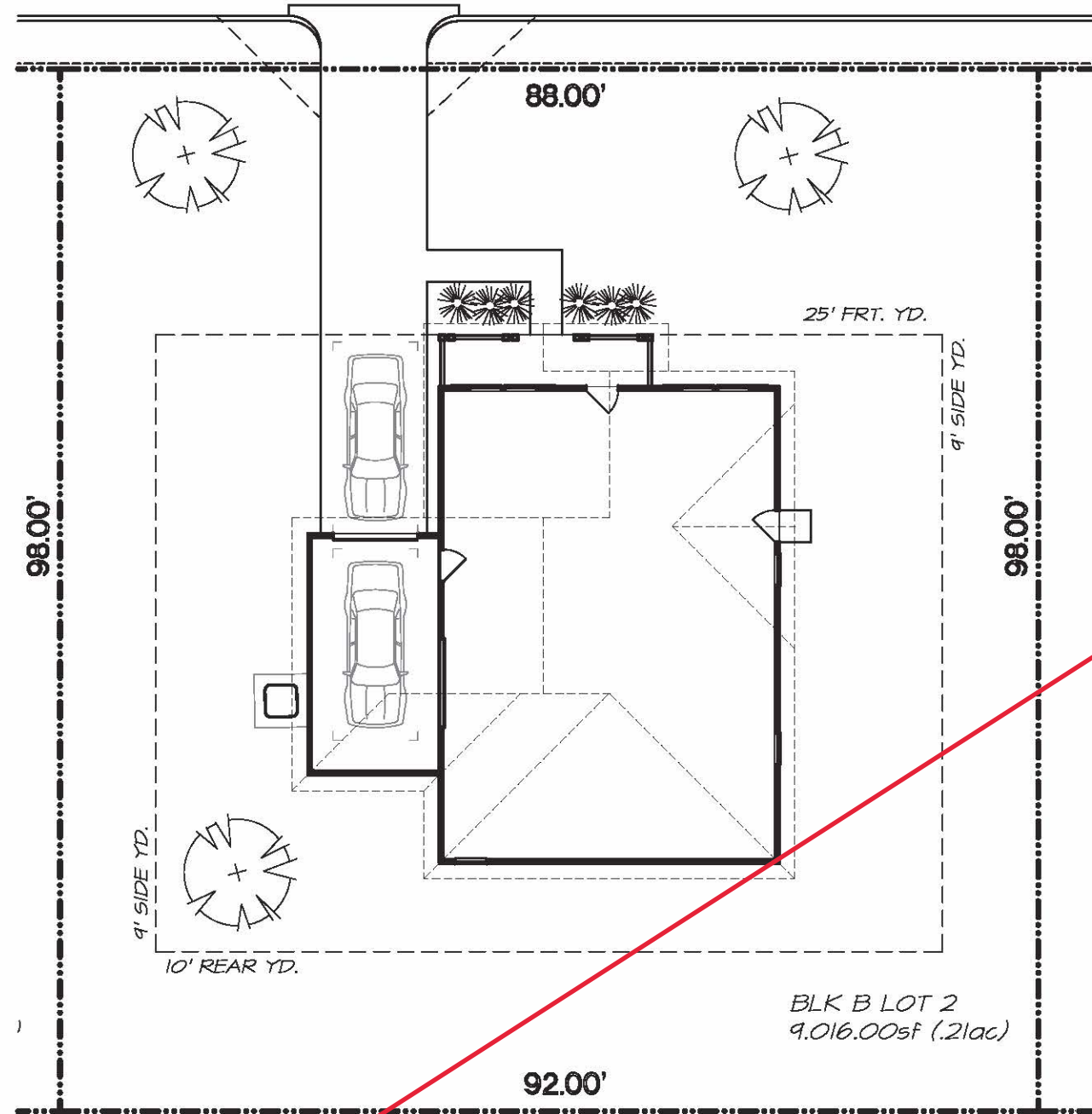
FRONT ELEVATION

SCALE: 1/4"=1'-0"



FLOOR PLAN

SCALE: 1/4"=1'-0"



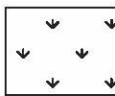
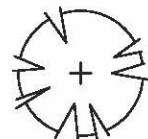

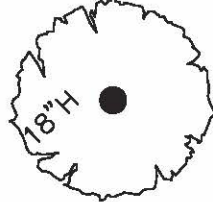

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 2 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: Q-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,808
PATIO S.F.:	98
FIRST FLOOR GROSS S.F.:	1,710
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,430
SECOND FLOOR NET:	-
TOTAL NET SQUARE FOOTAGE:	1,430
TOTAL GROSS SQUARE FOOTAGE:	1,710
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	9,015.00sf (.21ac)
NEW BLDG COVERAGE:	20%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

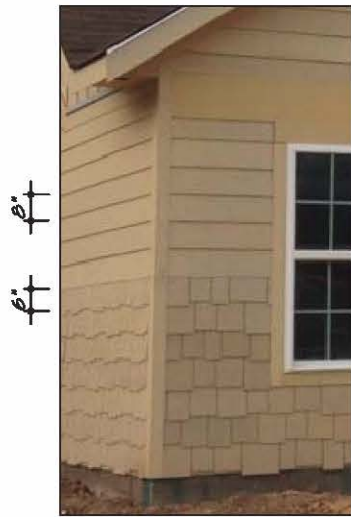
SCALE: 1/16"=1'-0"



CEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



CEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

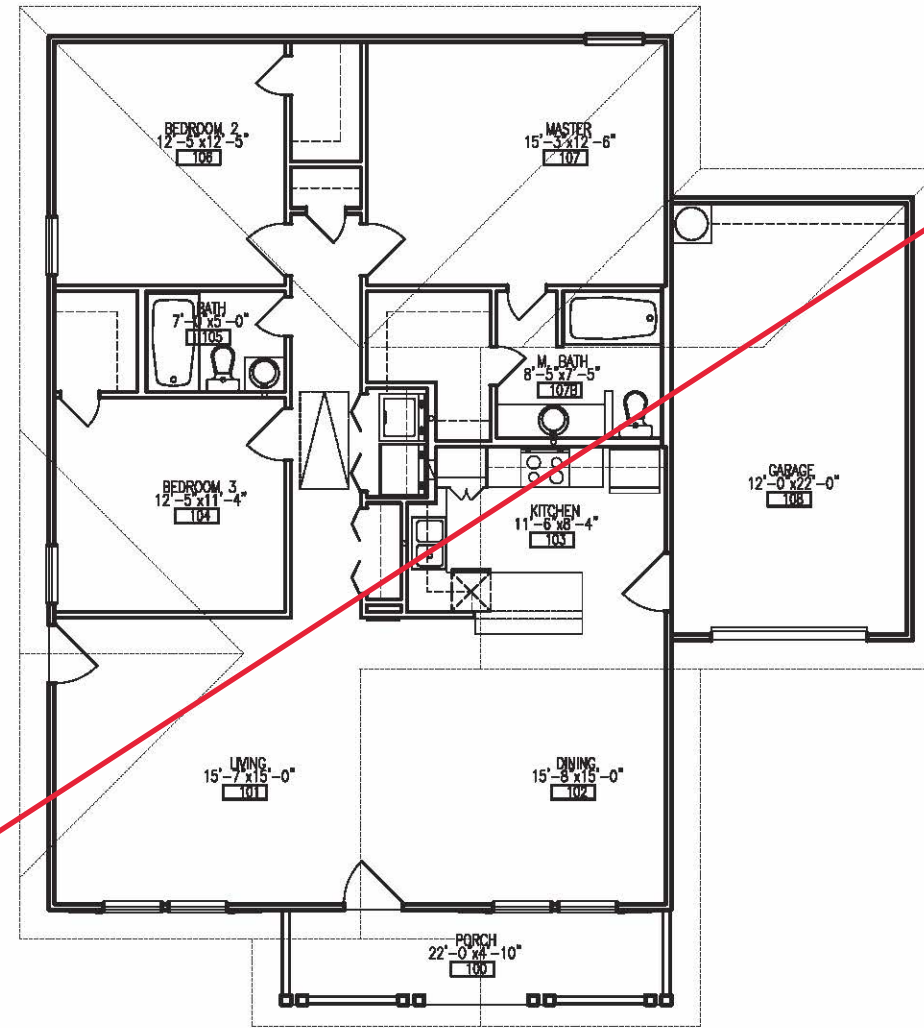


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



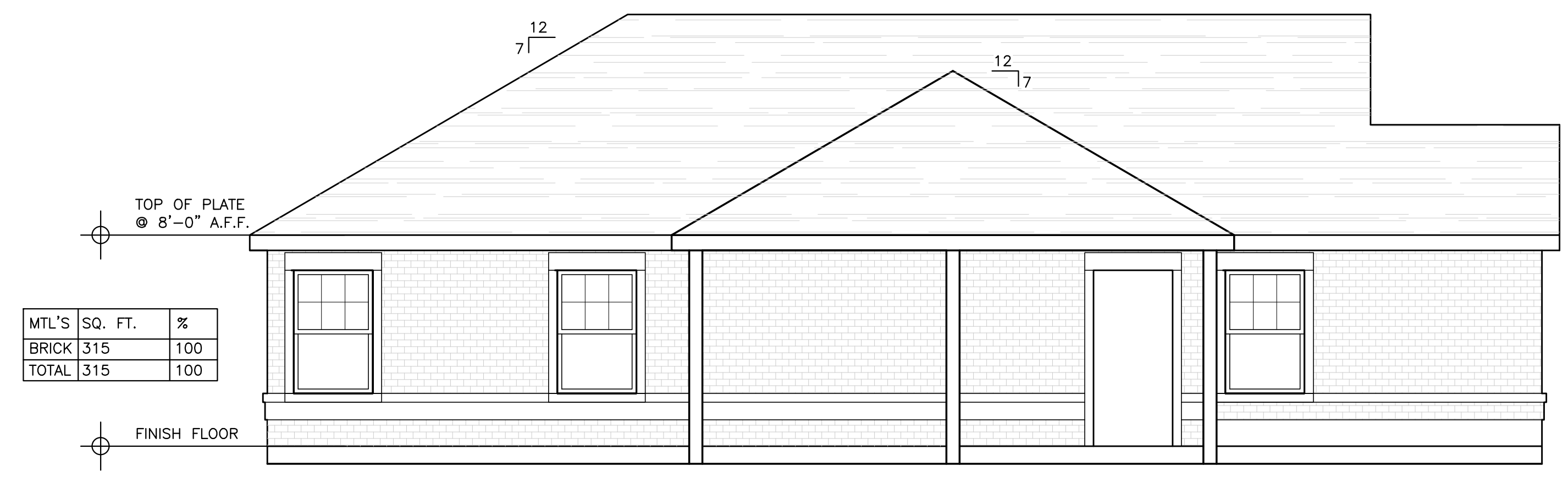
PLAN Q-1R

GARAGE

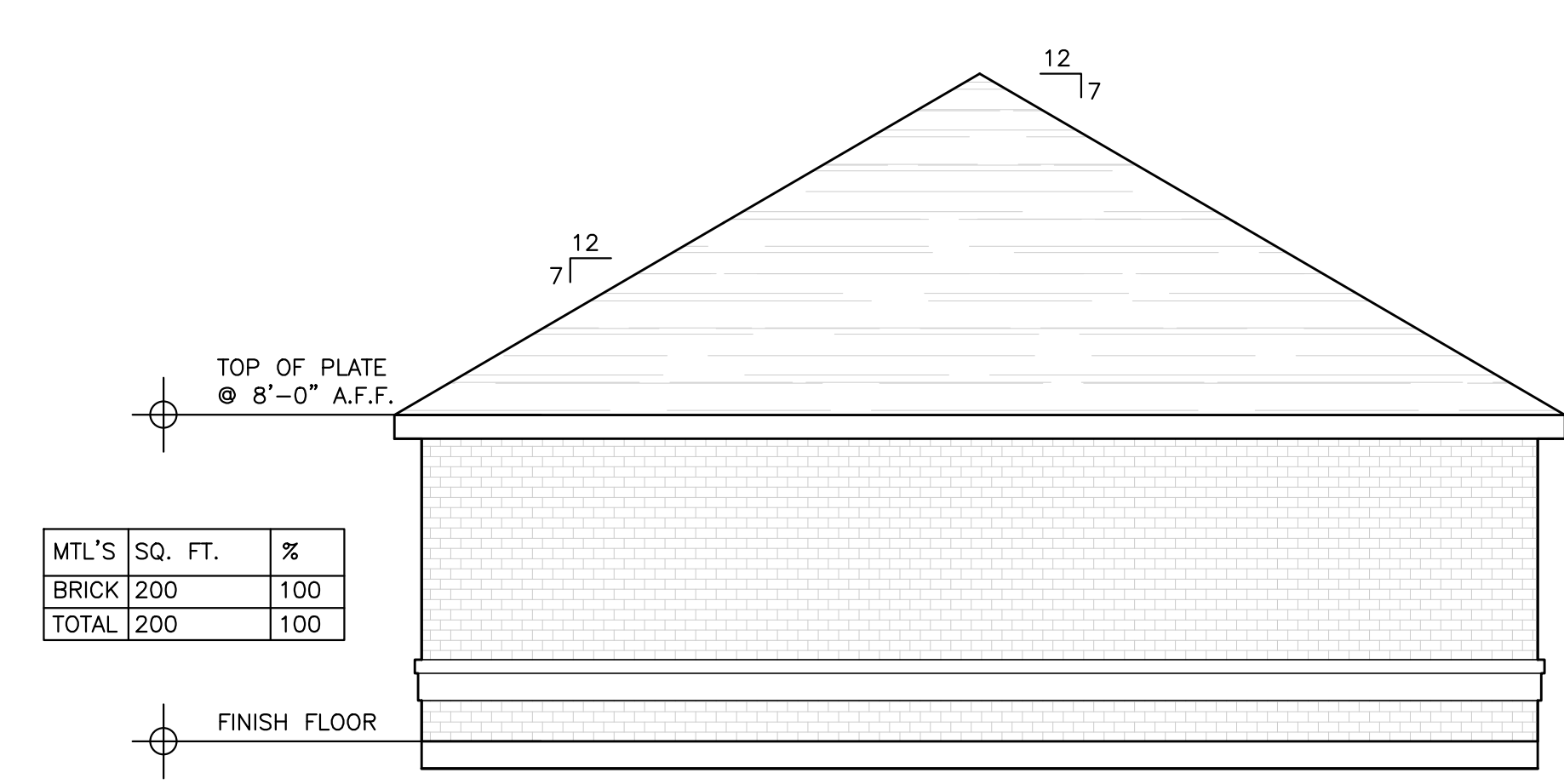
Q1R



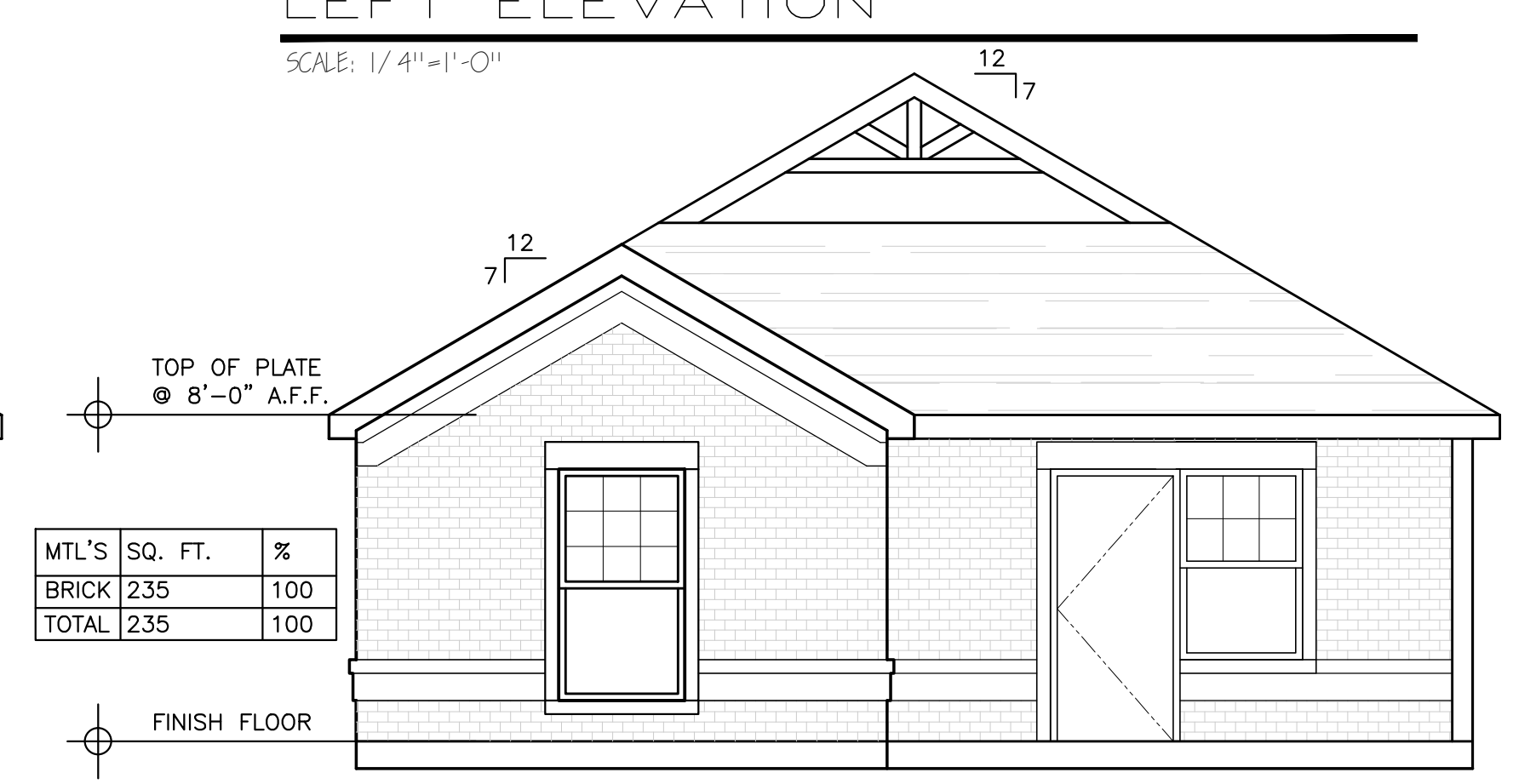
RIGHT ELEVATION
SCALE: 1/4"=1'-0"



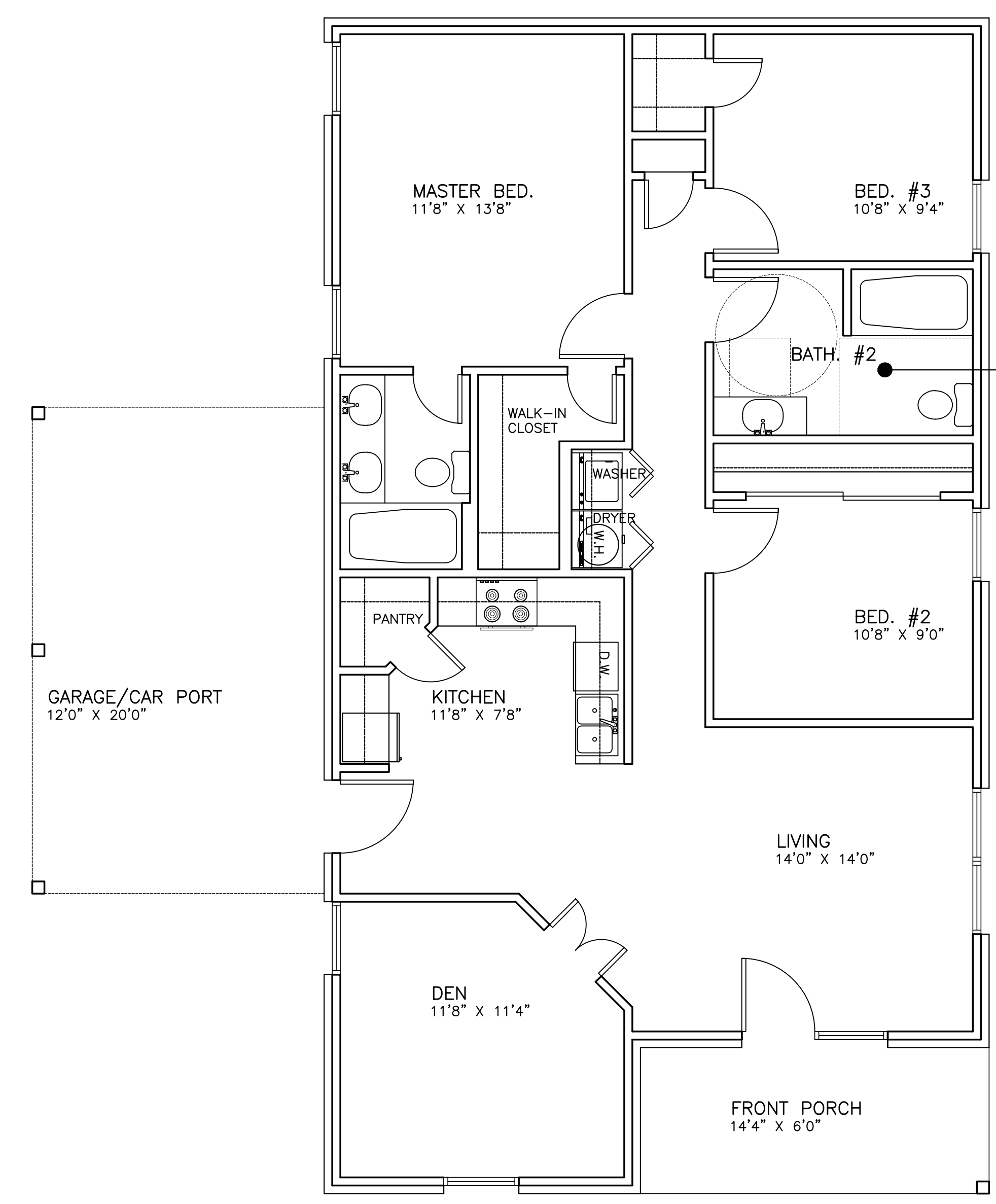
LEFT ELEVATION
SCALE: 1/4"=1'-0"



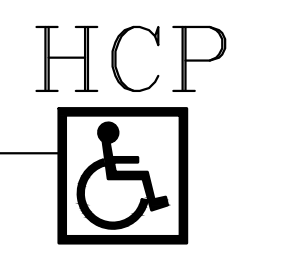
REAR ELEVATION
SCALE: 1/4"=1'-0"



FRONT ELEVATION
SCALE: 1/4"=1'-0"



FLOOR PLAN
SCALE: 1/4"=1'-0"

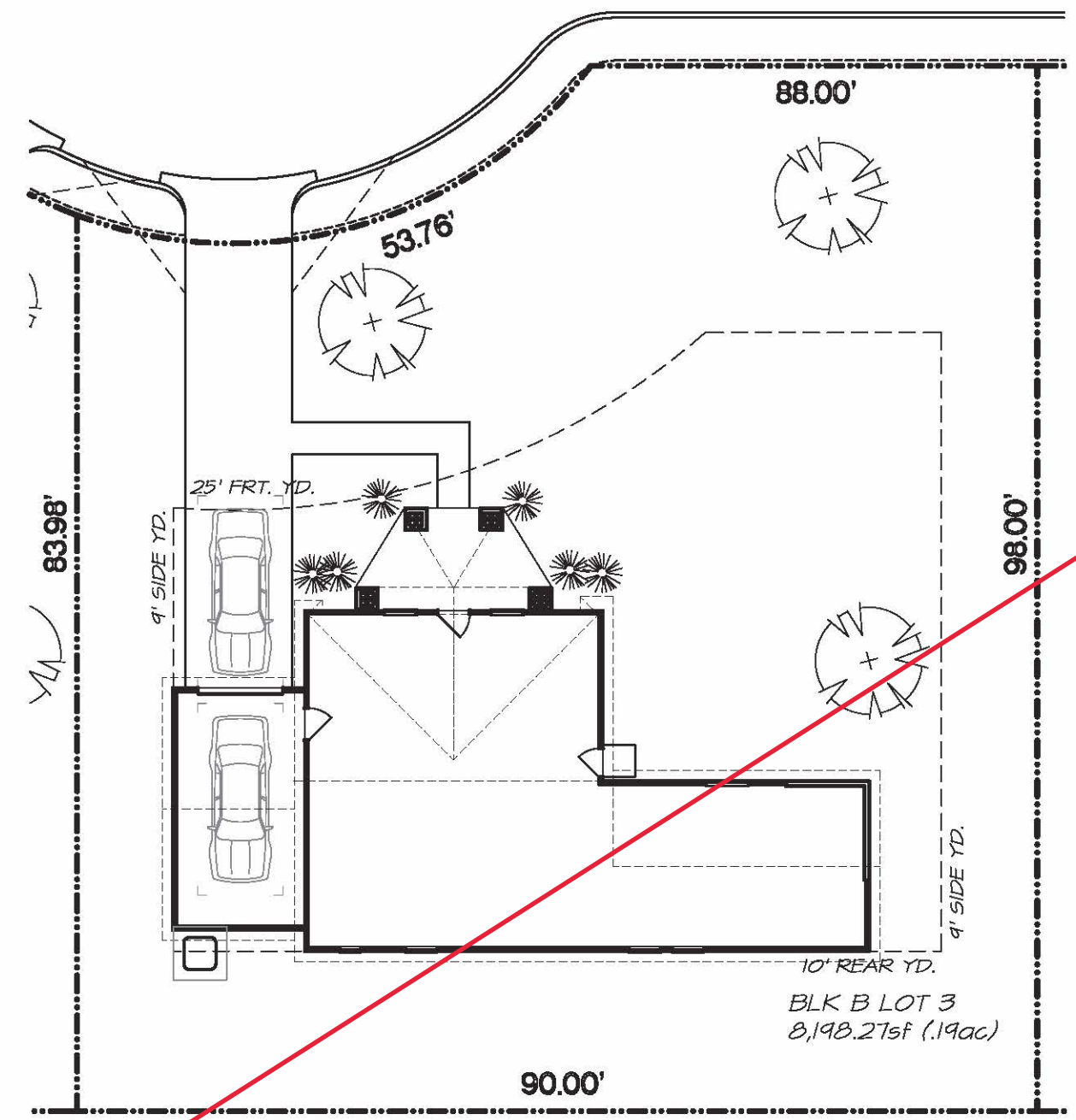


SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 3 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76067
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: U-3R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,713
PATIO S.F.:	143
FIRST FLOOR GROSS S.F.:	1,569
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,289
SECOND FLOOR NET:	-
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,289
TOTAL GROSS SQUARE FOOTAGE:	1,569
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,198.27sf (.19ac)
NEW BLDG COVERAGE:	21%

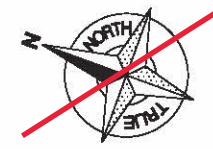


BLK B LOT 3
8,198.27sf (.19ac)

U-3R

LEGEND

- ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
- NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
- NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
- EXISTING LARGE CALIPER
TREES TO REMAIN.
- EXISTING LARGE CALIPER
TREES TO BE REMOVED.



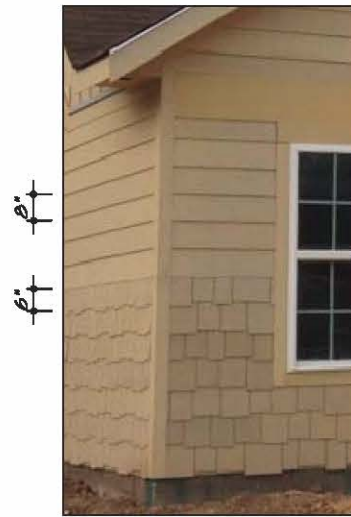
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Weight: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Weight: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



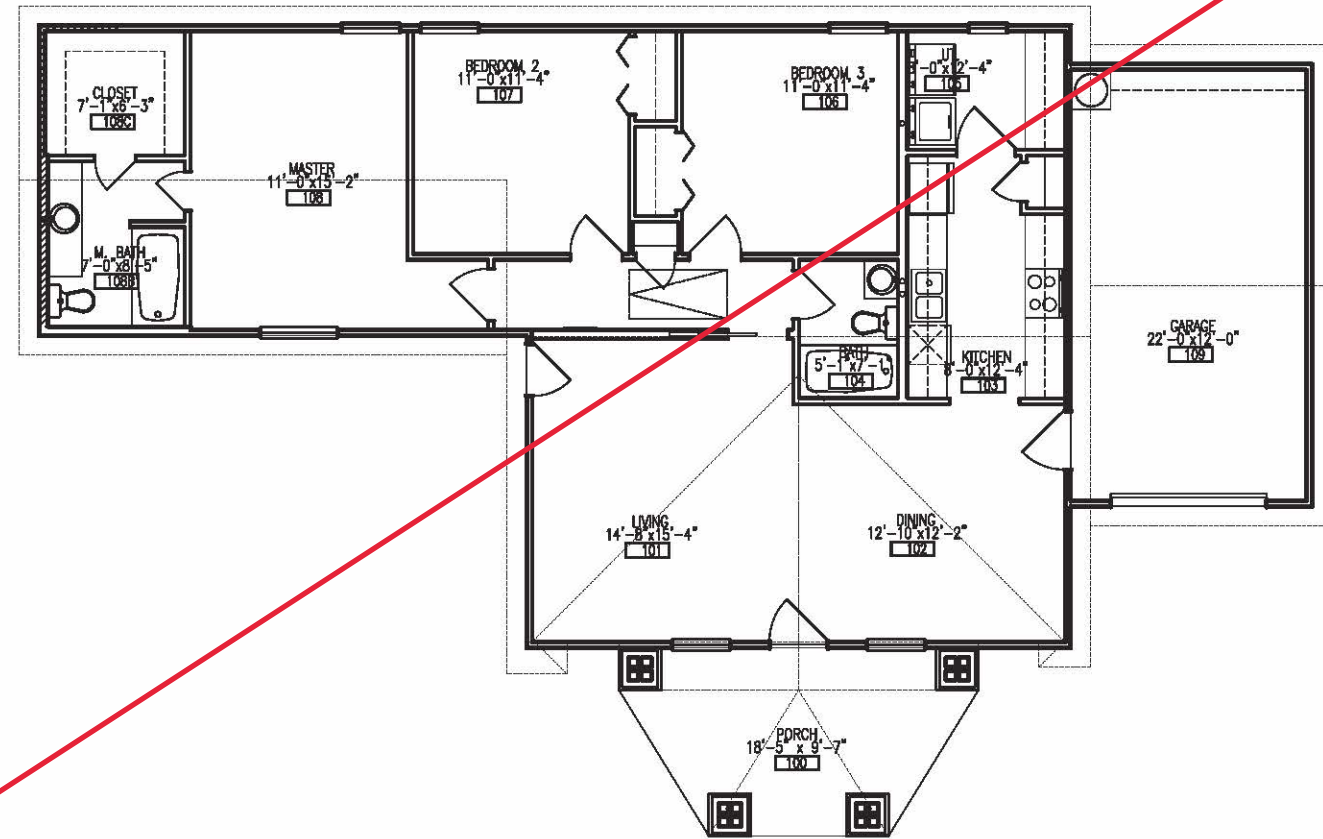
COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS



NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN U-3R

GARAGE

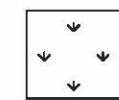
SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 4 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: R-2R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,312
PATIO S.F.:	81
FIRST FLOOR GROSS S.F.:	1,291
GARAGE S.F.:	324
FIRST FLOOR NET S.F.:	958
SECOND FLOOR NET:	513
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,471
TOTAL GROSS SQUARE FOOTAGE:	1,804
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	7,808.97sf (.18ac)
NEW BLDG COVERAGE:	18%

LEGEND



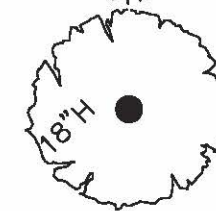
ST. AUGUSTINE GRASS:
 GENUS: STENOTAPHRUM
 SECUNDATUM.



NEW 3-6 CALIPER TREES AS
 SELECTED BY OWNER



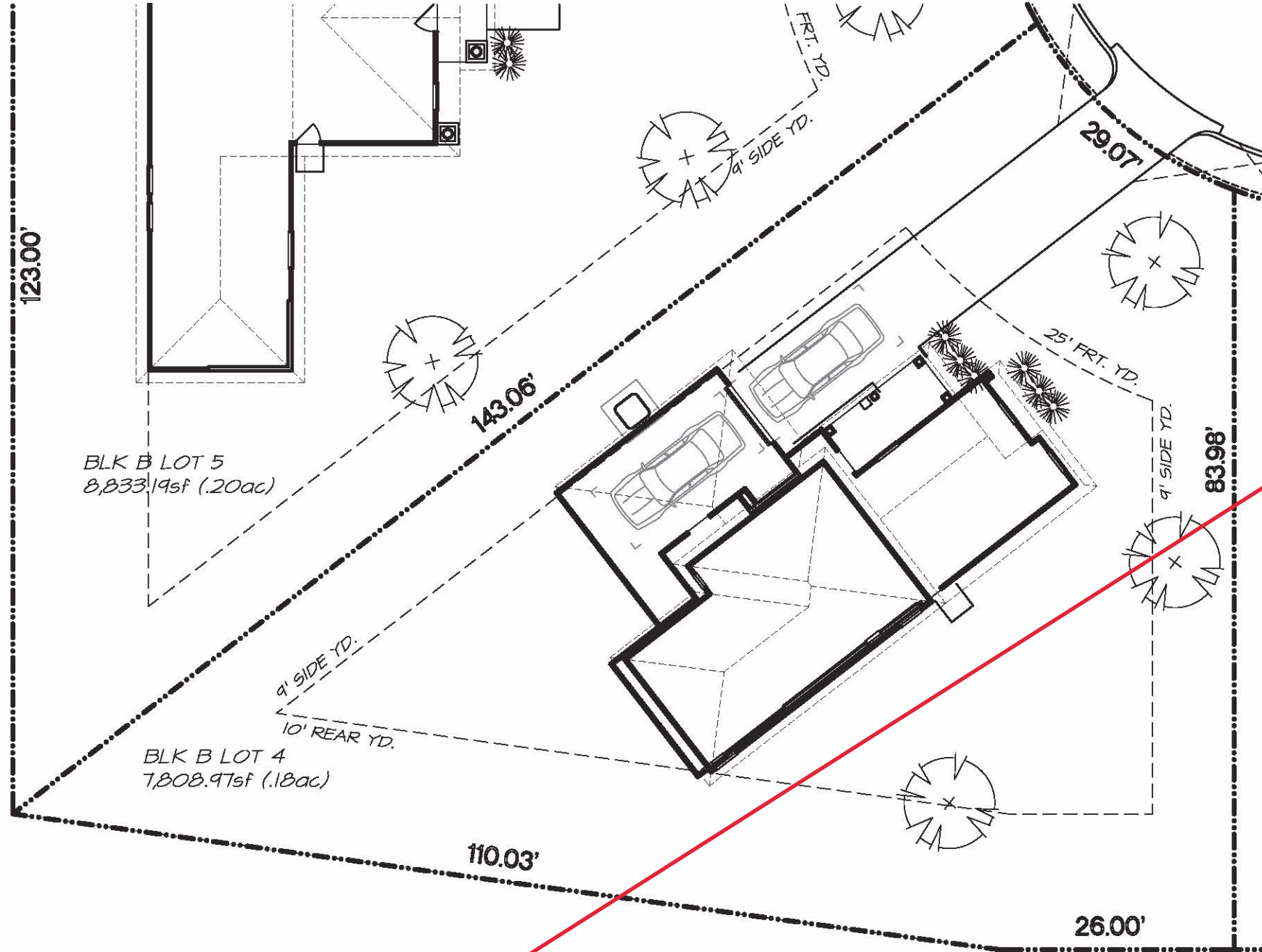
NEW SHRUB LANDSCAPING AS
 SELECTED BY OWNER



EXISTING LARGE CALIPER
 TREES TO REMAIN.



EXISTING LARGE CALIPER
 TREES TO BE REMOVED.



R-2R



01 PROPOSED SITE PLAN

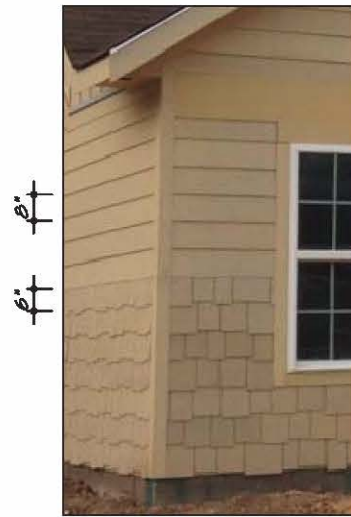
SCALE: 1/16"=1'-0"



CEMETICIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels

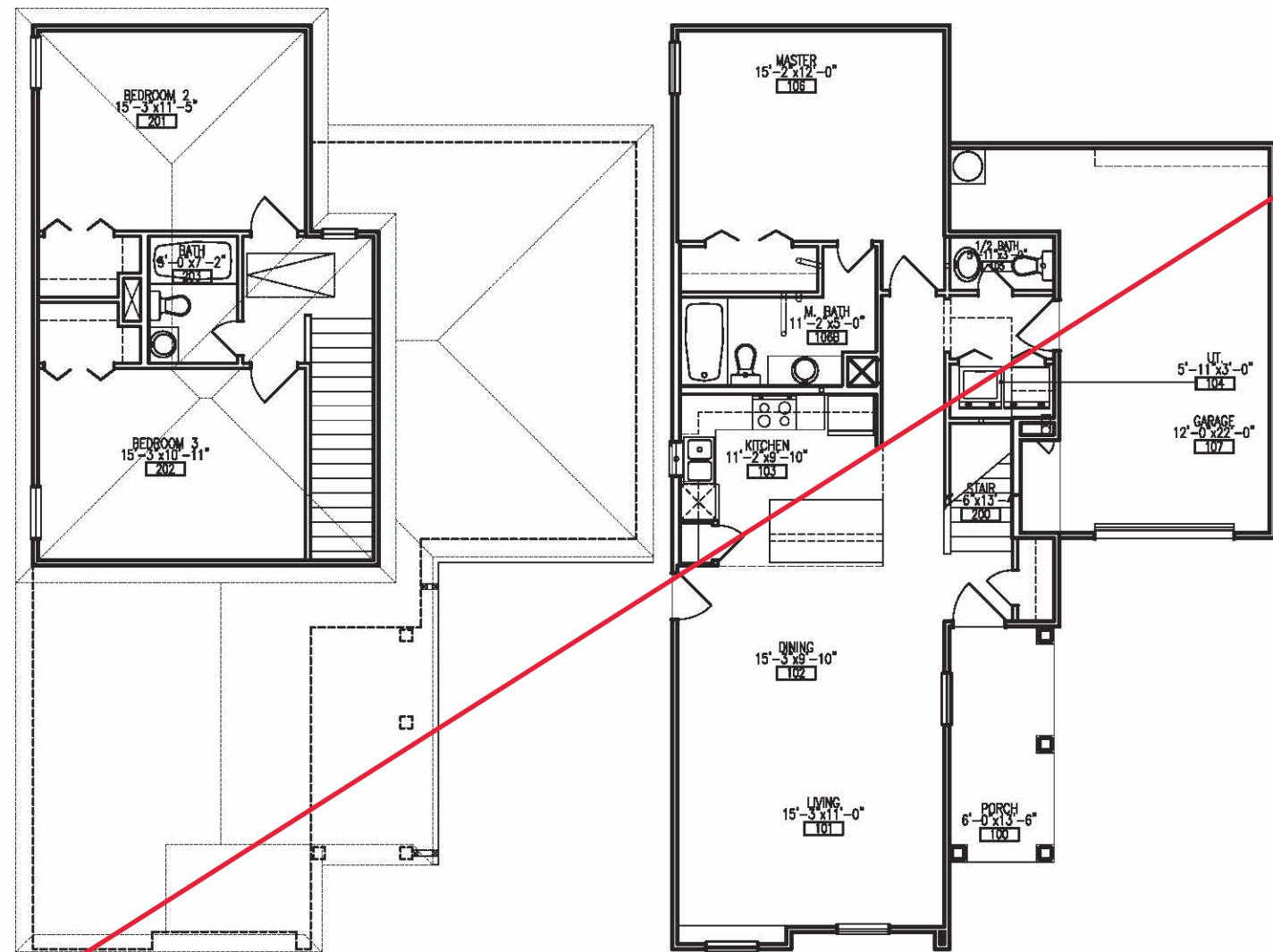


CEMETICIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW



2ND FLOOR

1ST FLOOR

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

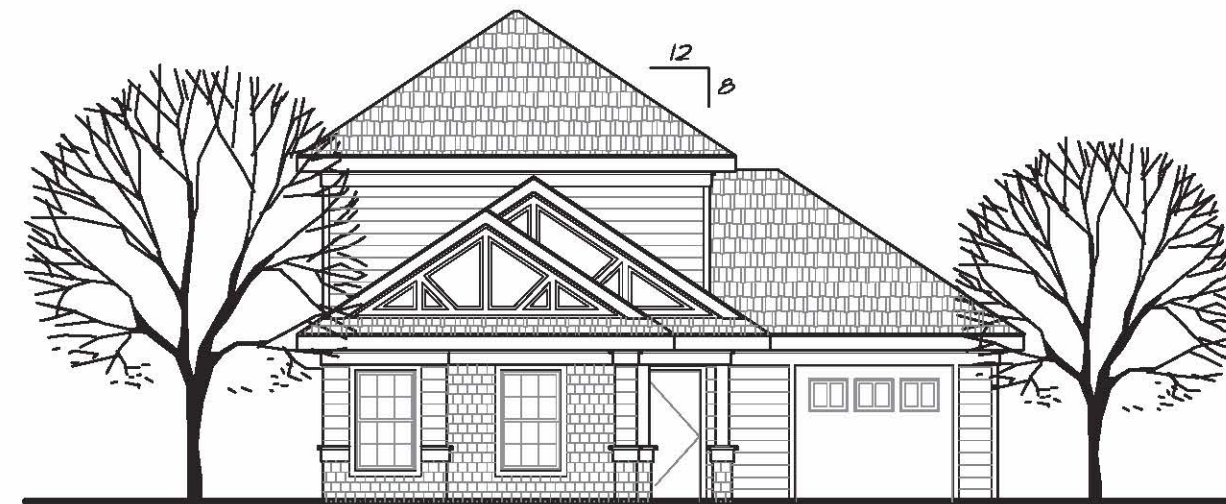


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN R-2R

GARAGE

SITE INFORMATION

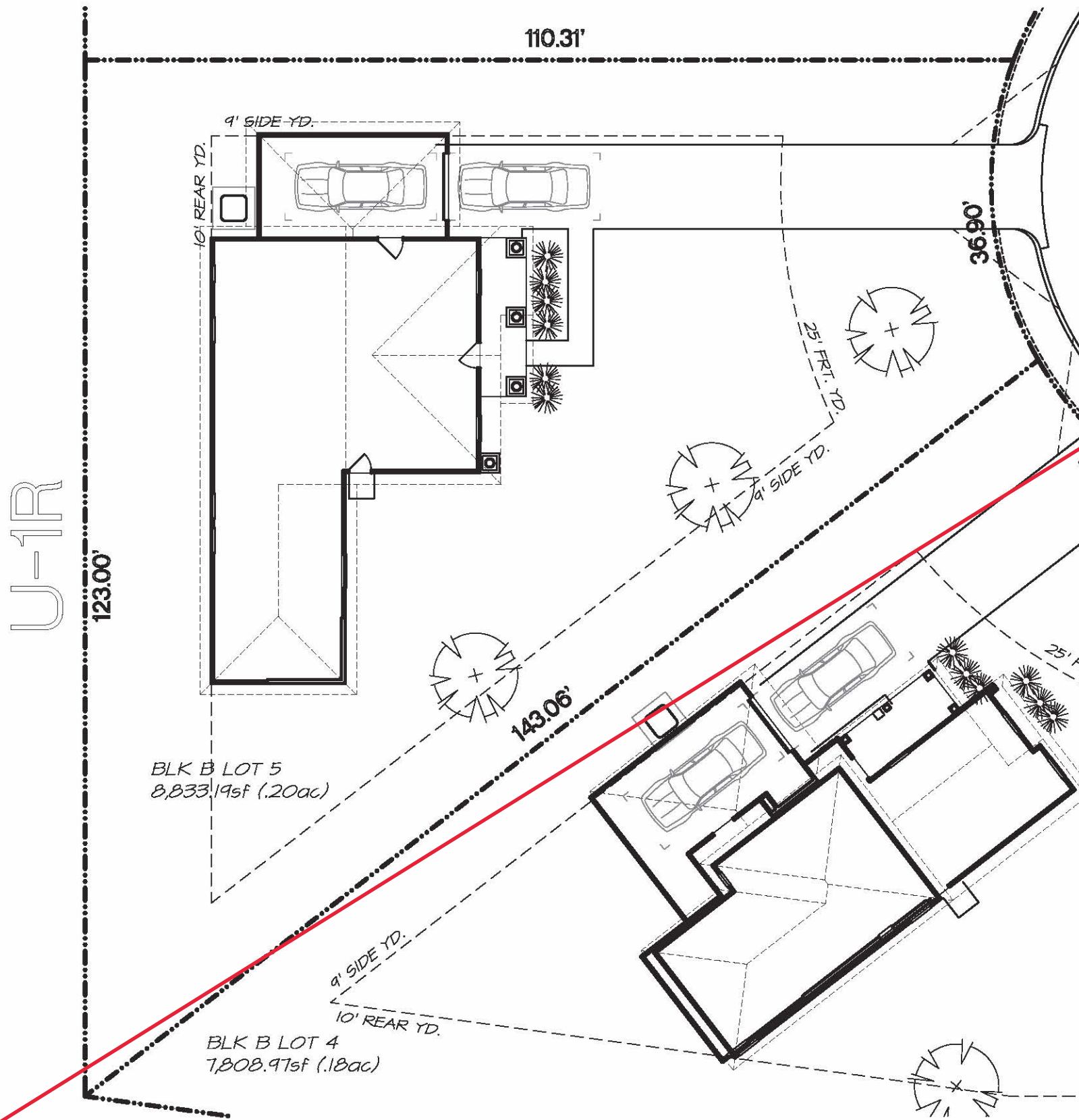
ZONING: R-1
 LEGAL DESCRIPTION: PROP. ID: 12038
 510400 HI VUE, BLOCK B, LOT 5
 ADDRESS: WILHITE DRIVE
 ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: U-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,680
PATIO S.F.:	106
FIRST FLOOR GROSS S.F.:	1,569
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,289
SECOND FLOOR NET:	-
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,289
TOTAL GROSS SQUARE FOOTAGE:	1,569
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,833.19sf (.18ac)
NEW BLDG COVERAGE:	19%

LEGEND

- ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
- NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
- NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
- EXISTING LARGE CALIPER
TREES TO REMAIN.
- EXISTING LARGE CALIPER
TREES TO BE REMOVED.



BLK B LOT 5
8,833.19sf (.20ac)

BLK B LOT 4
7,808.97sf (.18ac)

U-1R

01 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"

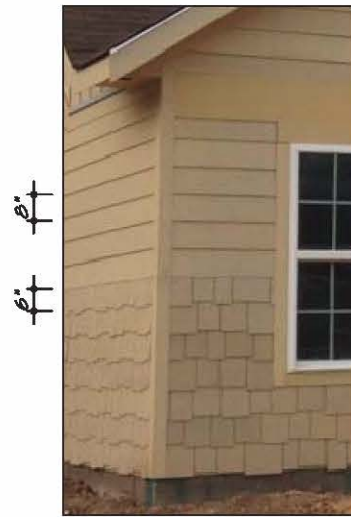




CEMENTITIOUS SHINGLE - STAGGERED EDGE
 6" MIN. TALL SIDING EXPOSURE
 Thickness: 1/4" Height: 1.9 lbs./sq. ft.
 Size: 48" x 15.875" panels



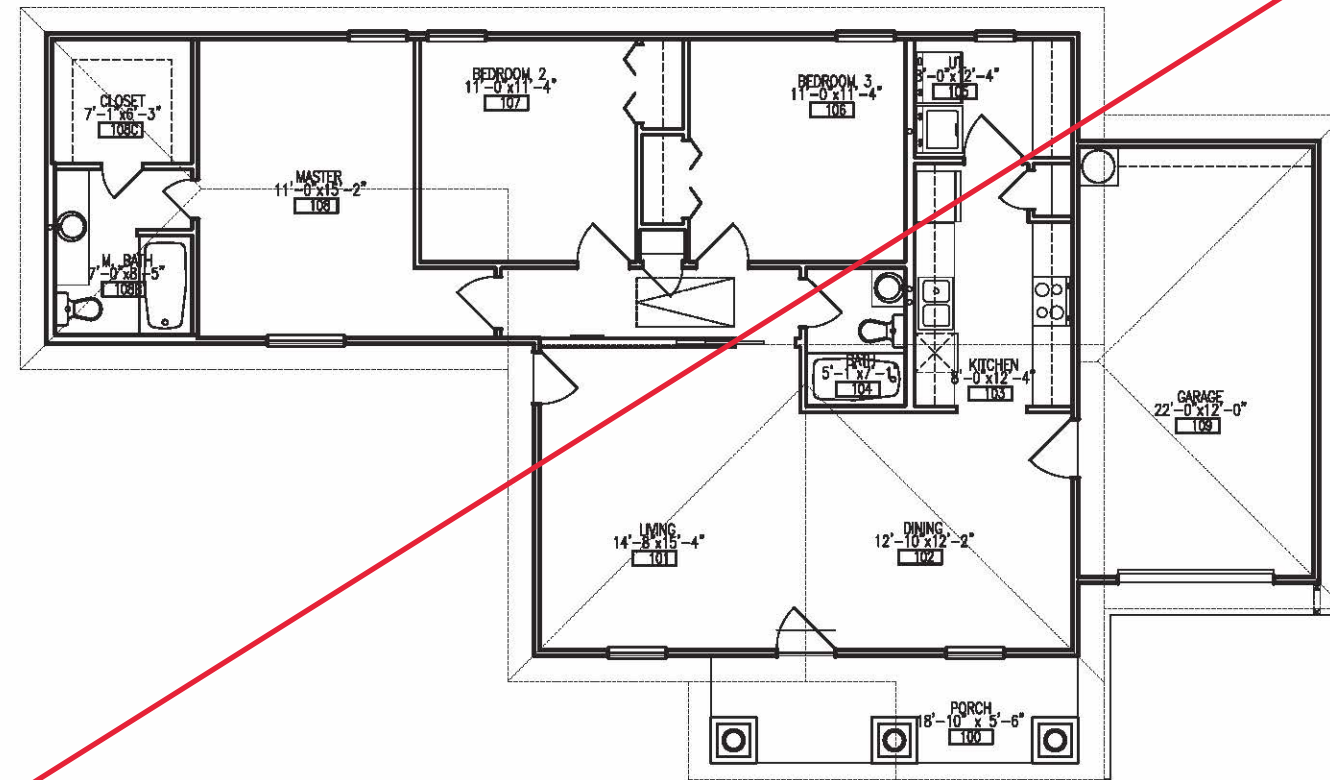
CEMENTITIOUS LAP SIDING - CEDARMILL
 8" TALL SIDING EXPOSURE
 Actual Width: 9.25" Thickness: 5/16"
 Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
8"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW



SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW



VINYL - COLOR: ALMOND

ROOFING

WINDOWS



NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN U-1R

GARAGE

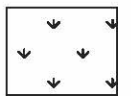
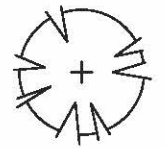

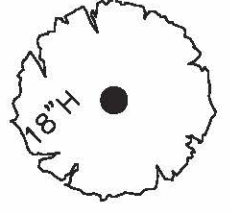

SITE INFORMATION

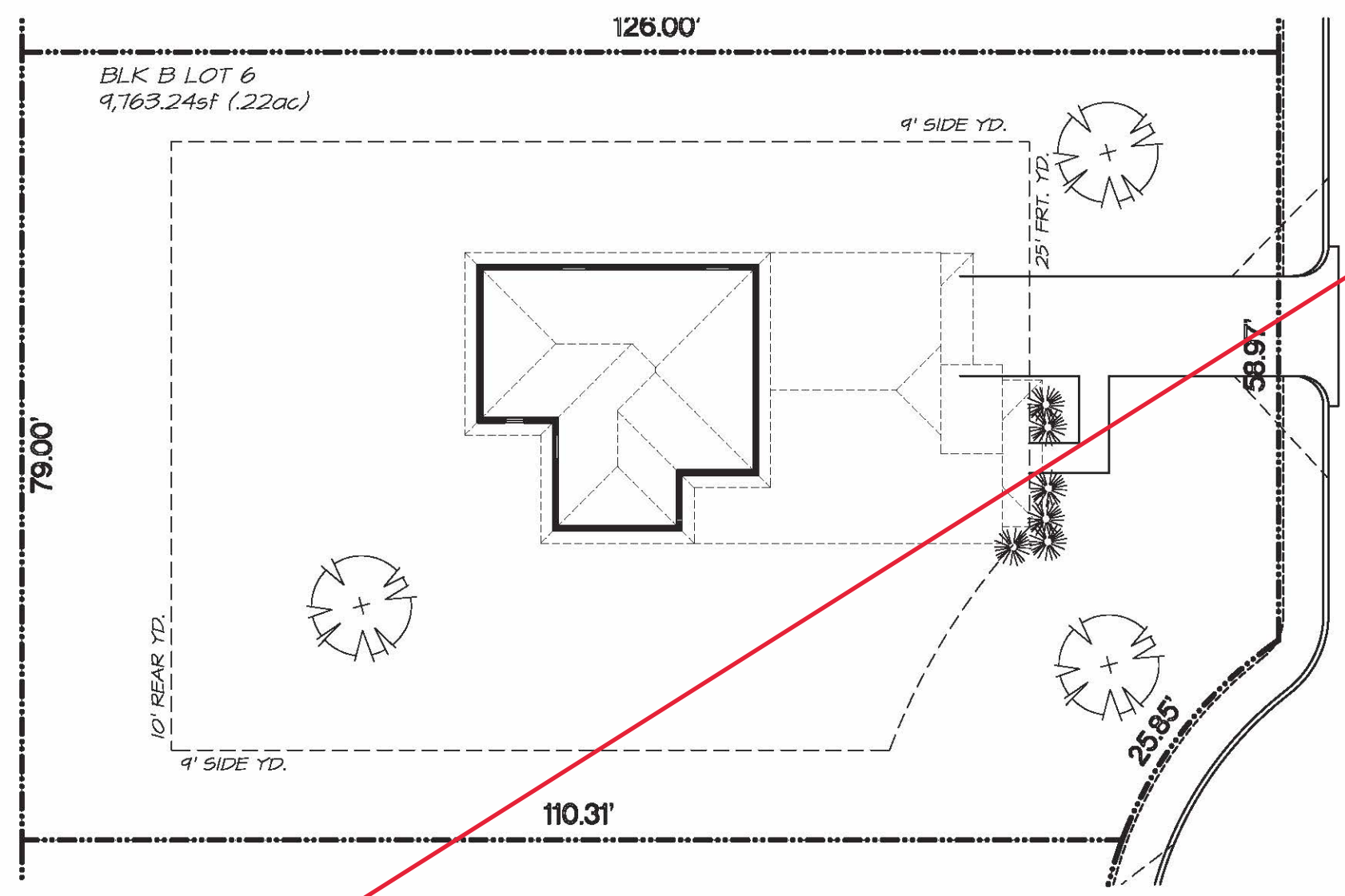
ZONING: R-1
 LEGAL DESCRIPTION: PROP. ID: 12038
 510900 HI VUE, BLOCK B, LOT 6
 ADDRESS: WILHITE DRIVE
 ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: D-2R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,298
PATIO S.F.:	58
FIRST FLOOR GROSS S.F.:	1,241
GARAGE S.F.:	257
FIRST FLOOR NET S.F.:	943
SECOND FLOOR NET:	508
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,451
TOTAL GROSS SQUARE FOOTAGE:	1,749
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	9,763.24sf (.22ac)
NEW BLDG COVERAGE:	13%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



BLK B LOT 6
9,763.24sf (.22ac)

D-2R

79.00'

126.00'

9' SIDE YD.

25' FRT. YD.

58.97'

10' REAR YD.

9' SIDE YD.

110.31'

25.85'



01 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"

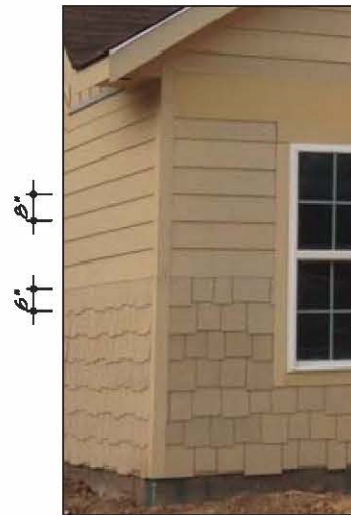
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



CEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



CEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



f' f'

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

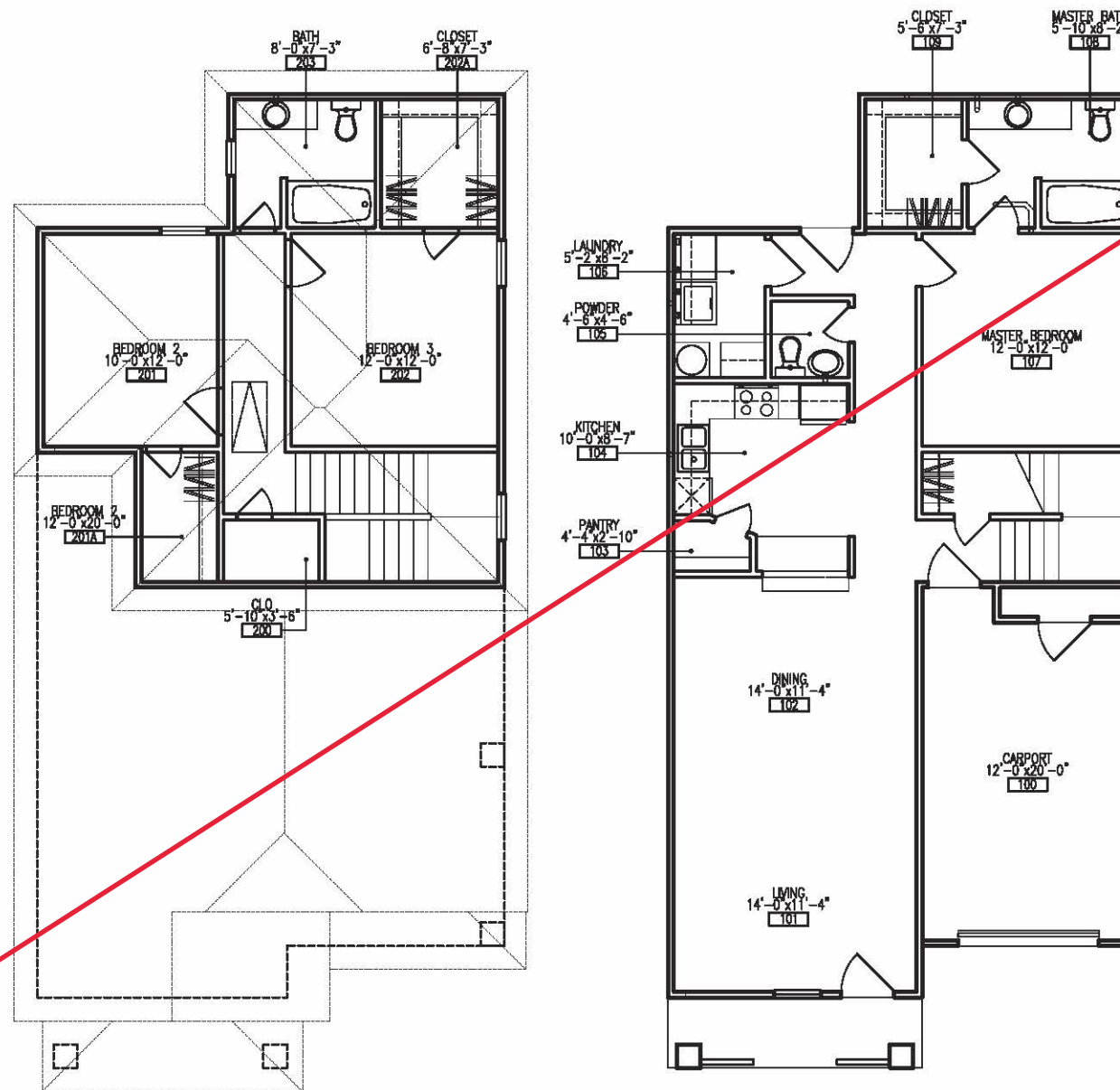


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



2ND FLOOR

1ST FLOOR



PLAN D-2R

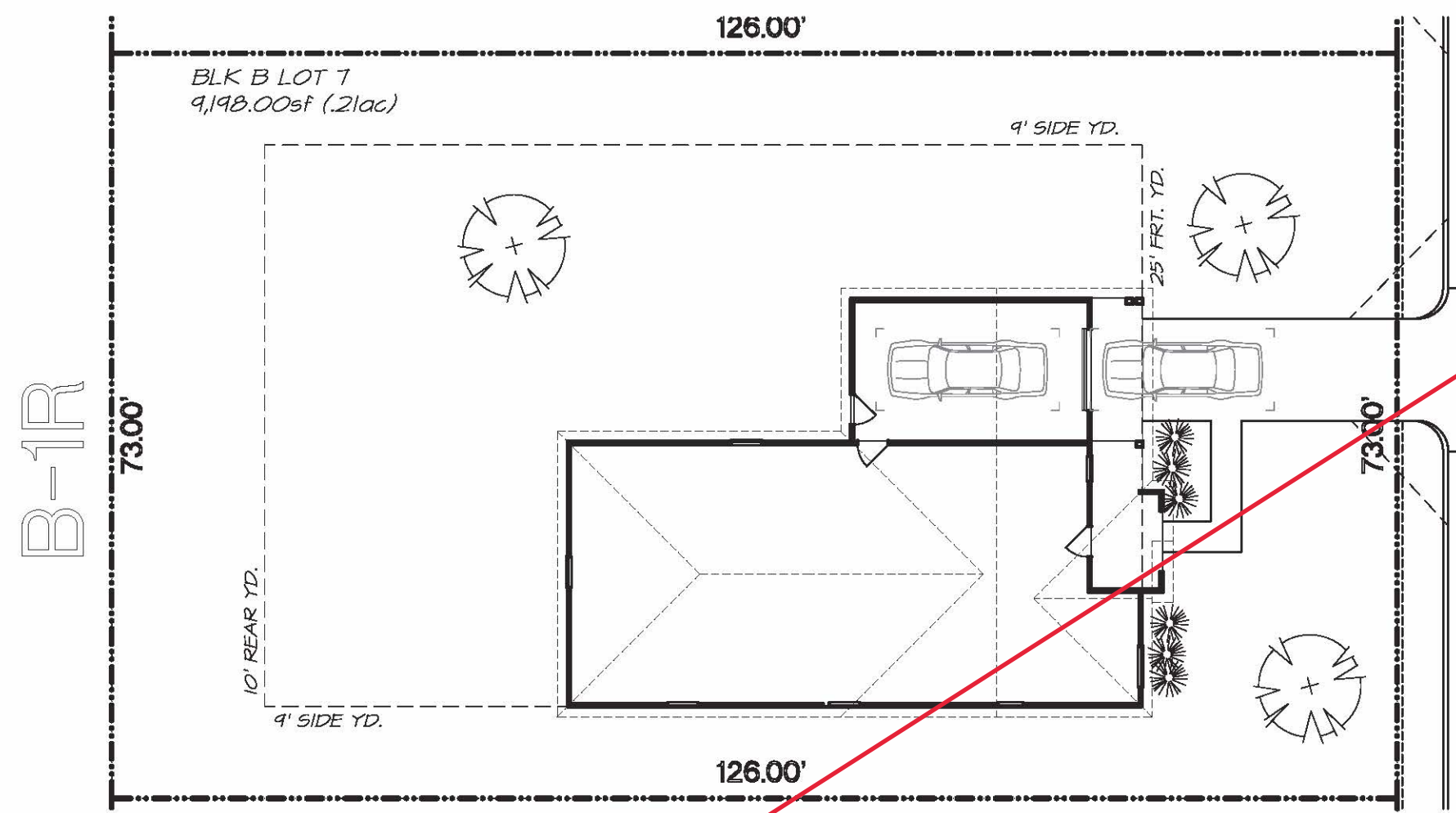
GARAGE

SITE INFORMATION

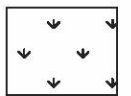
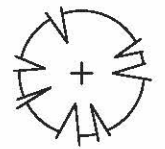

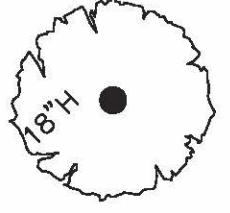

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 7
 ADDRESS: WILHITE DRIVE, ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: B-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,885
PORCH S.F.:	93
FIRST FLOOR GROSS S.F.:	1,392
GARAGE S.F.:	400
FIRST FLOOR NET S.F.:	1,338
SECOND FLOOR NET:	-
TOTAL NET AREA	1,338
TOTAL GROSS (APPRAISED) AREA	1,392
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	9,198.00sf (.21ac)
NEW BLDG COVERAGE:	20%



LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



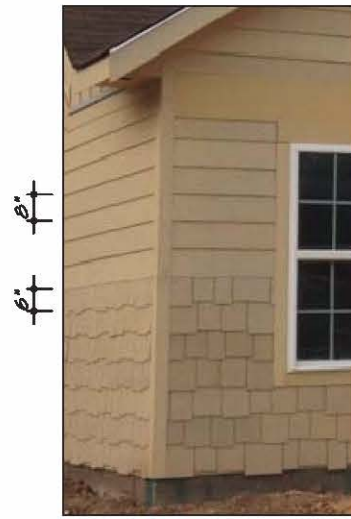
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Weight: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Weight: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

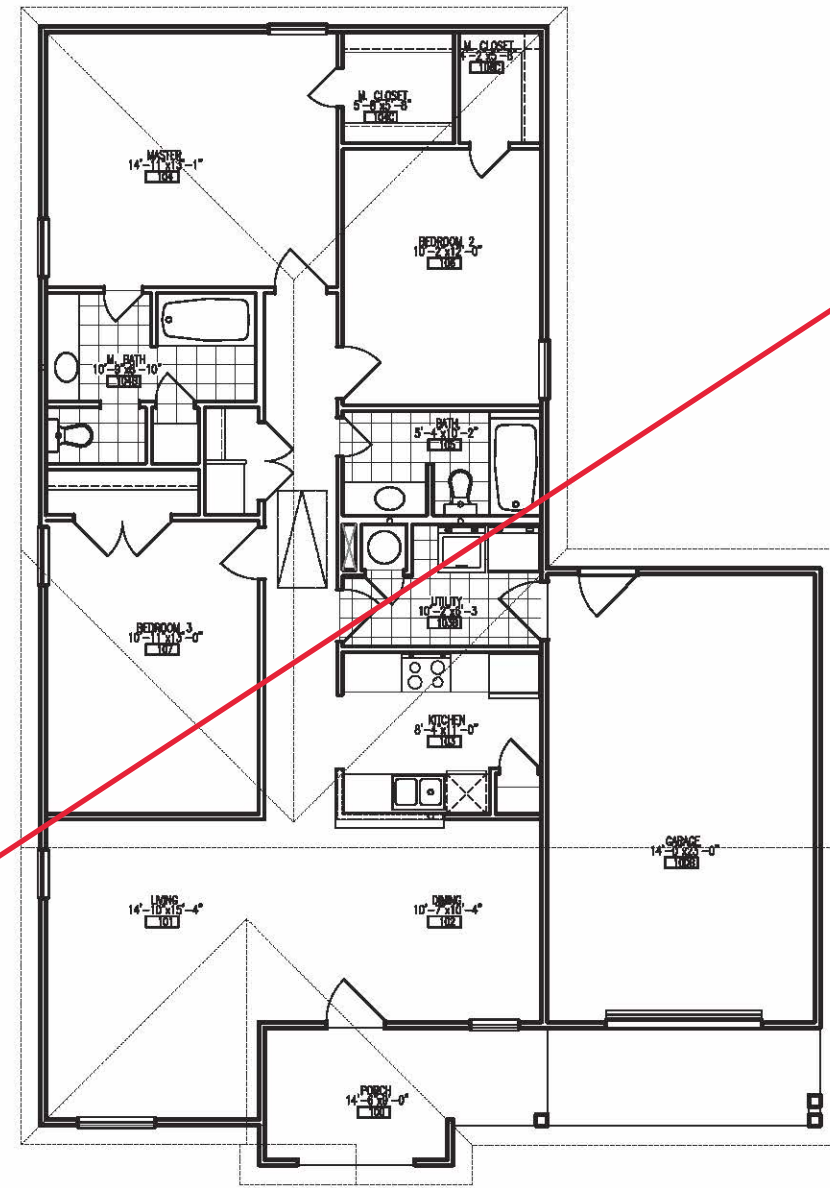


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN B-1R

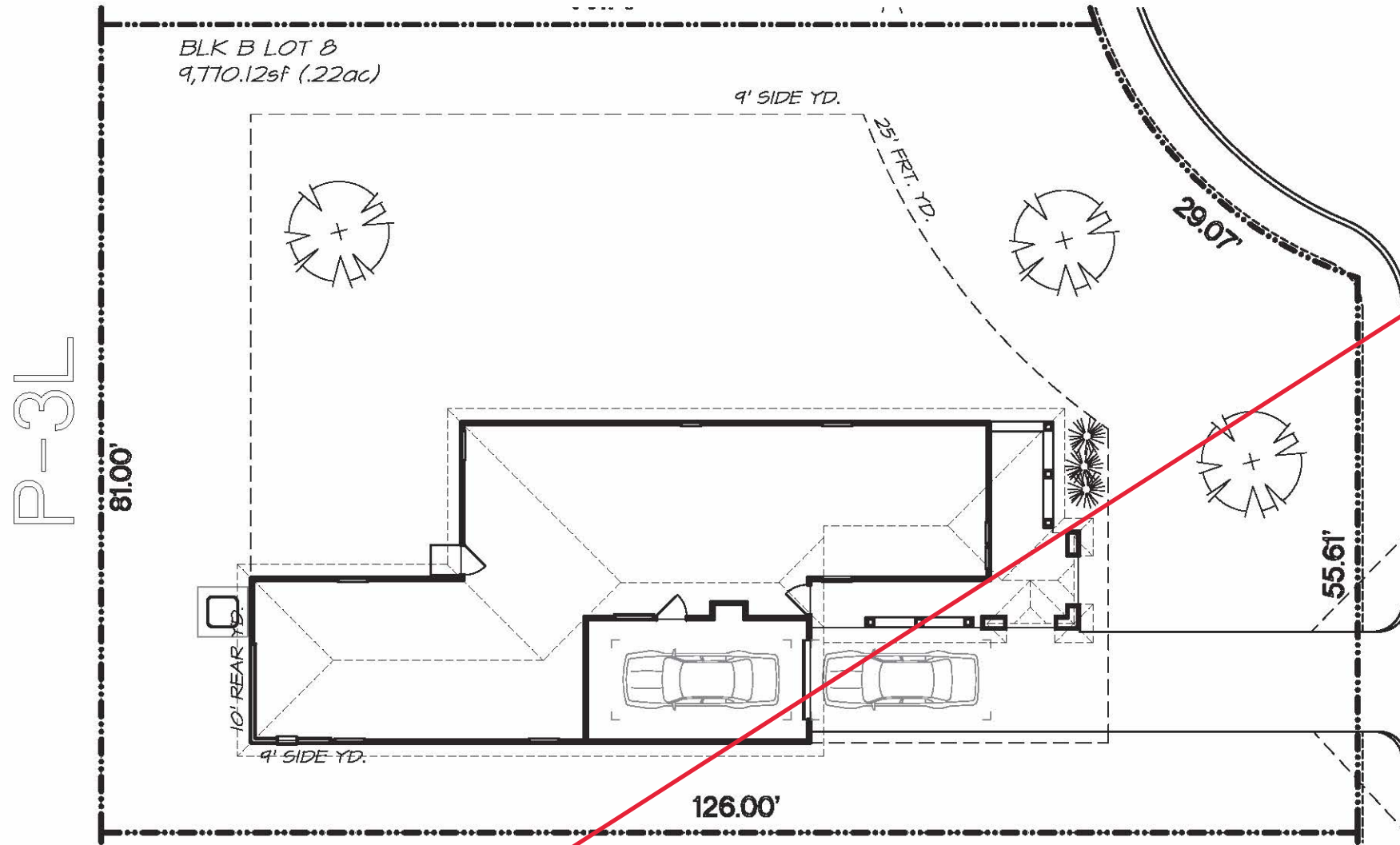
GARAGE

SITE INFORMATION

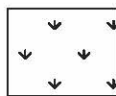
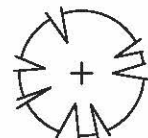

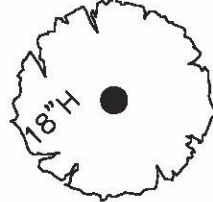

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT B PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: P-3L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	2,005
PATIO S.F.:	241
FIRST FLOOR GROSS S.F.:	1,764
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,483
SECOND FLOOR NET:	-
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,483
TOTAL GROSS SQUARE FOOTAGE:	1,764
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	9,710.12sf (.22ac)
NEW BLDG COVERAGE:	21%



LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

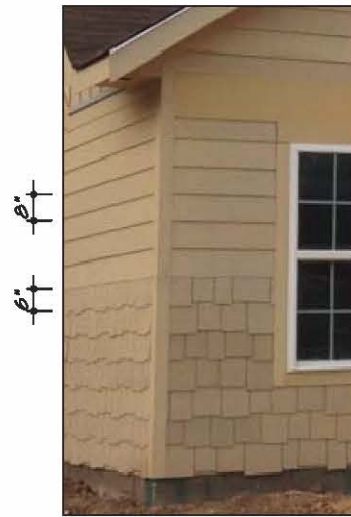
SCALE: 1/16"=1'-0"



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Weight: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Weight: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

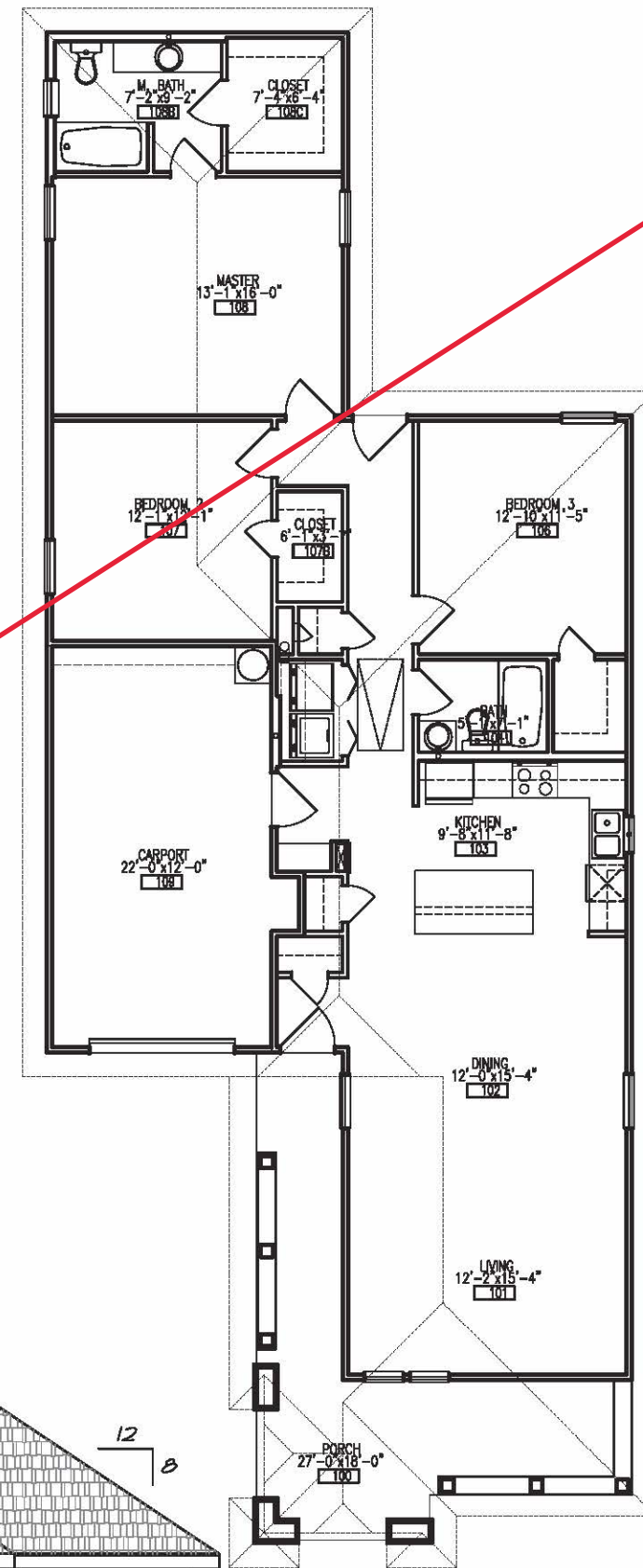


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN P-3L

GARAGE

SITE INFORMATION

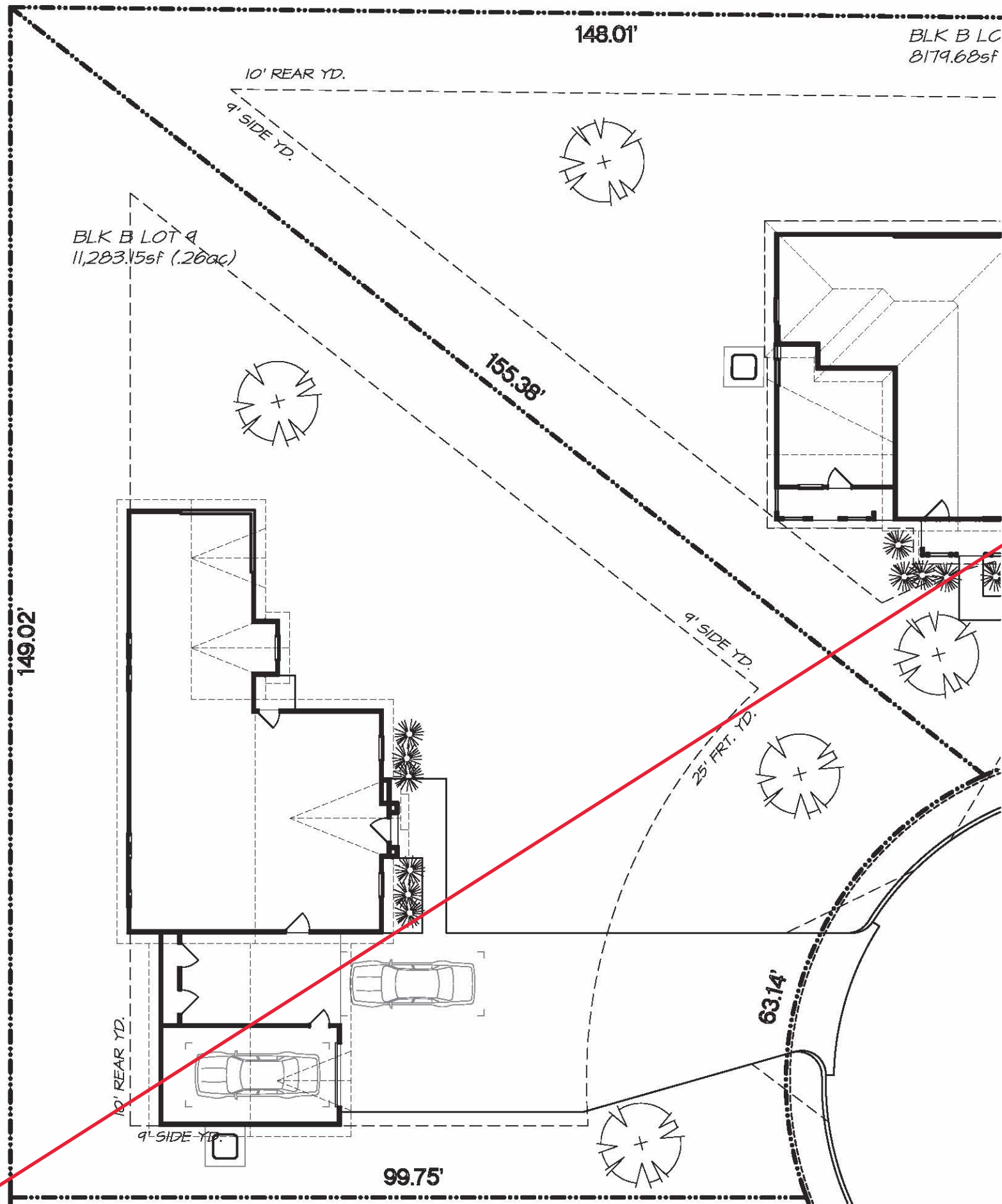
ZONING: R-1
 LEGAL DESCRIPTION: 510400 HI VUE, BLOCK B, LOT 9
 ADDRESS: WILHITE DRIVE, ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: U-2L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,873
PATIO S.F.:	10
FIRST FLOOR GROSS S.F.:	1,326
GARAGE S.F.:	547
FIRST FLOOR NET S.F.:	1,316
SECOND FLOOR NET:	-
TOTAL NET SQUARE FOOTAGE:	1,316
TOTAL GROSS SQUARE FOOTAGE:	1,325
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	11,283.15sf (.26ac)
NEW BLDG COVERAGE:	16%

LEGEND

- ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
- NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
- NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
- EXISTING LARGE CALIPER
TREES TO REMAIN.
- EXISTING LARGE CALIPER
TREES TO BE REMOVED.



U-2L

149.02'

148.01'

BLK B LC
8179.68sf

BLK B LOT 9
11,283.15sf (.26ac)

10' REAR YD.

9' SIDE YD.

155.38'

9' SIDE YD.

25' FR.T. YD.

63.14'

10' REAR YD.

9' SIDE YD.

99.75'



01 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"

**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks

ft
ft



MATERIAL COMPOSITION:

- P1 PAINT - 90%
- SIDE SIDING - 90%
- STN1 STONE - 10%
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

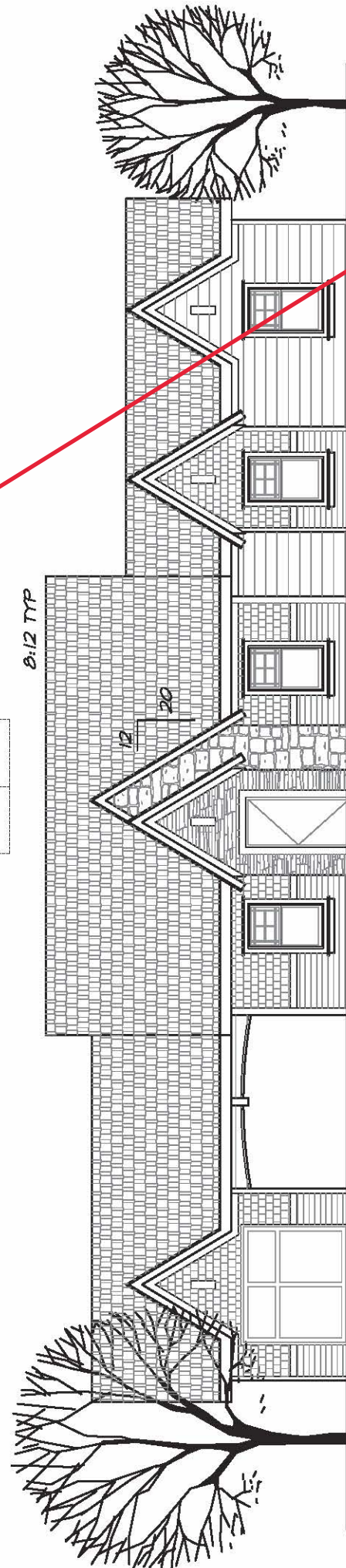
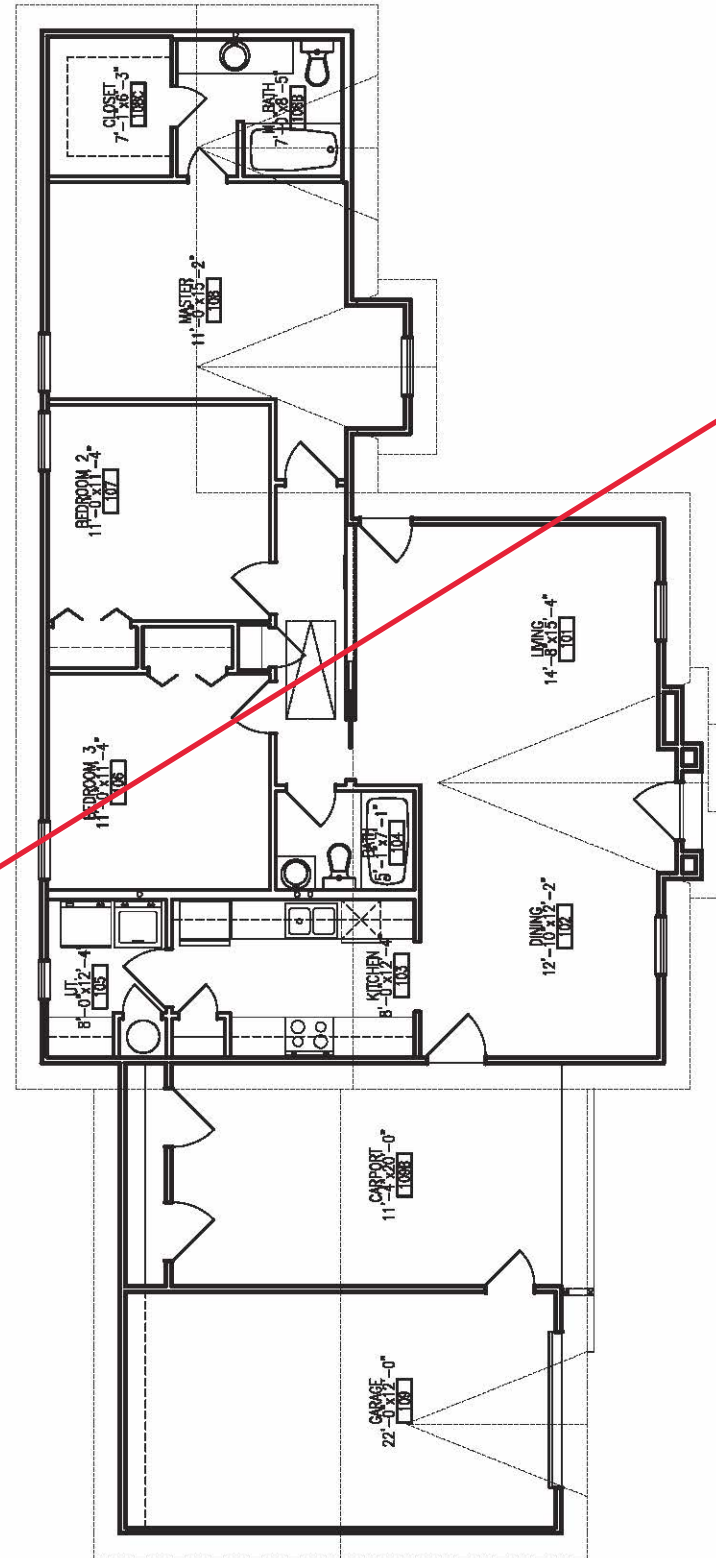


NATCHEZ GRAPE MYRTLE



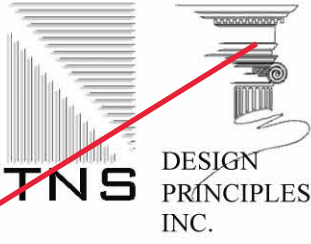
INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN U-2L

GARAGE



**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION

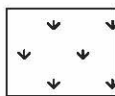
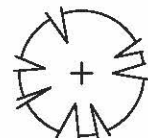

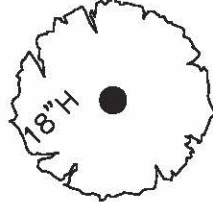

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: PROP. ID: 12038
 510900 HI VUE, BLOCK B, LOT 10
 ADDRESS: WILHITE DRIVE
 ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: T-4R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

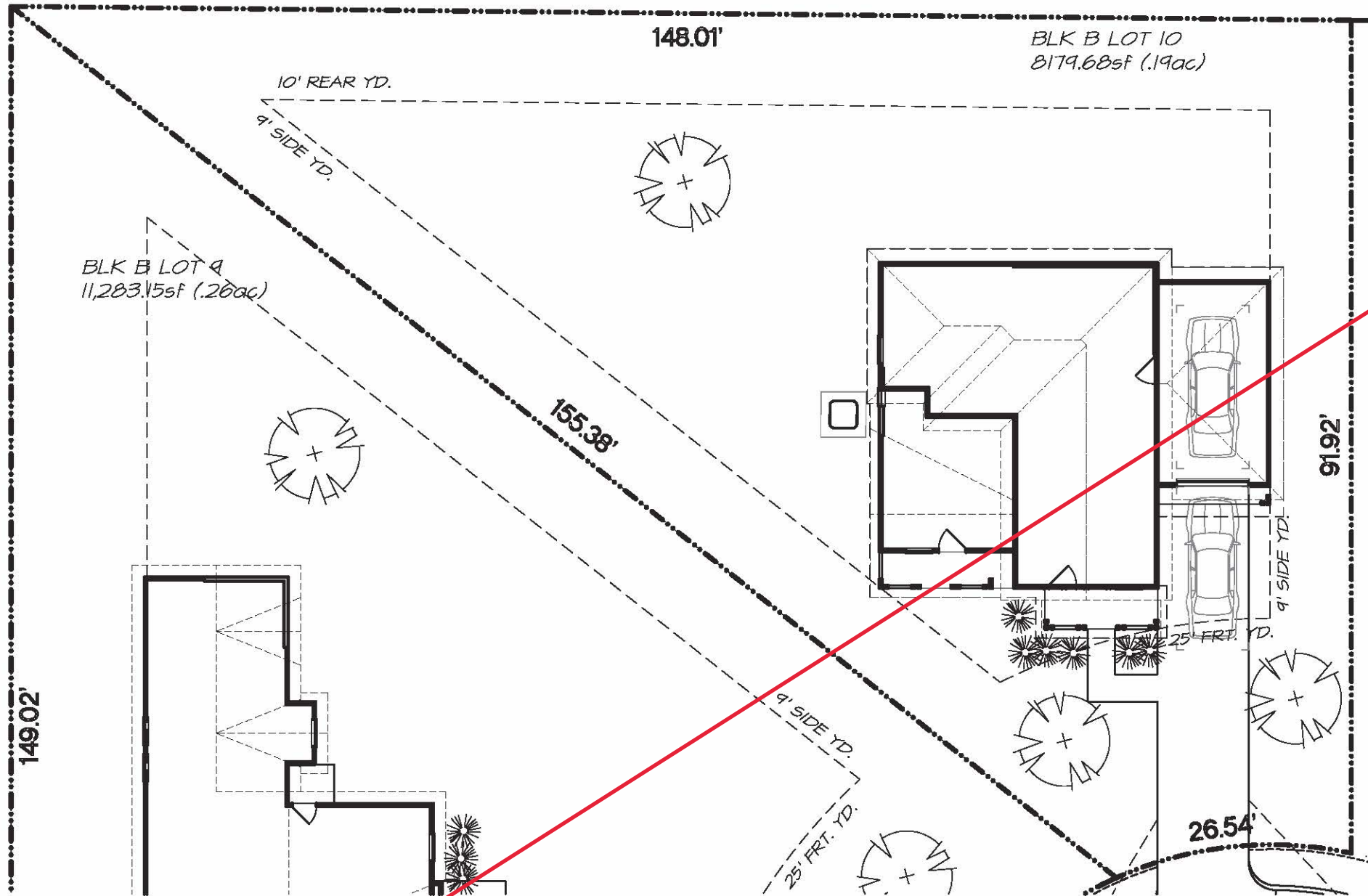
AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,627
PATIO S.F.:	106
FIRST FLOOR GROSS S.F.:	1,327
GARAGE S.F.:	475
FIRST FLOOR NET S.F.:	1,046
SECOND FLOOR NET:	454
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,500
TOTAL GROSS SQUARE FOOTAGE:	1,781
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,179.68sf (.19ac)
NEW BLDG COVERAGE:	20%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.

T-4R



01 PROPOSED SITE PLAN

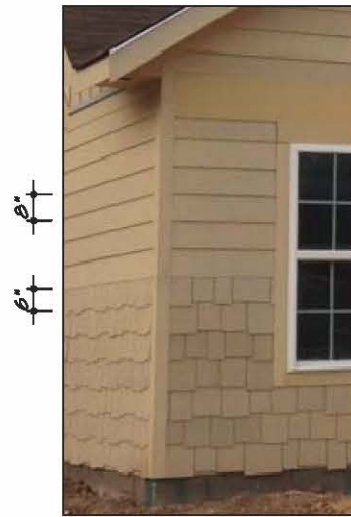
SCALE: 1/16"=1'-0"



GEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



GEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

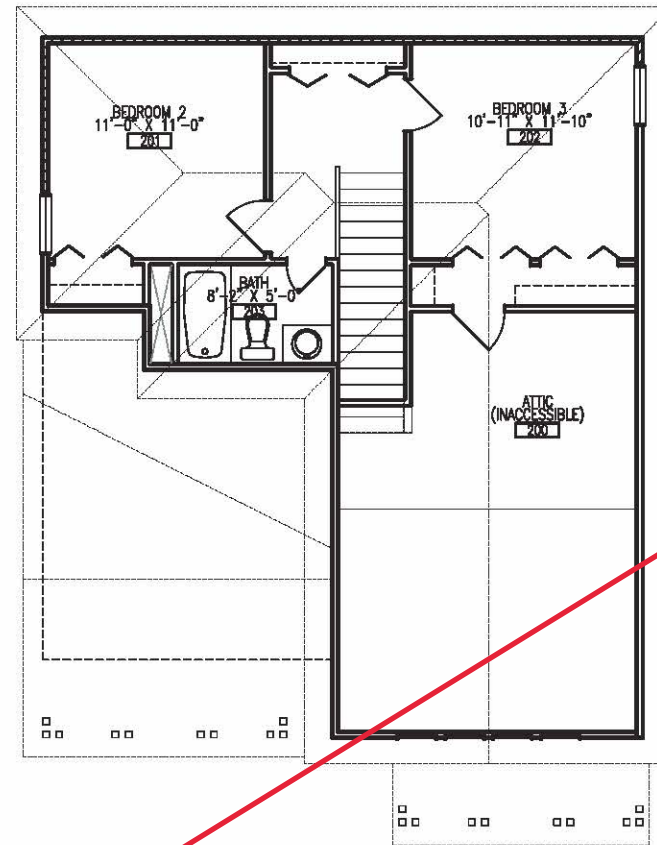


NATCHEZ GRAPE MYRTLE

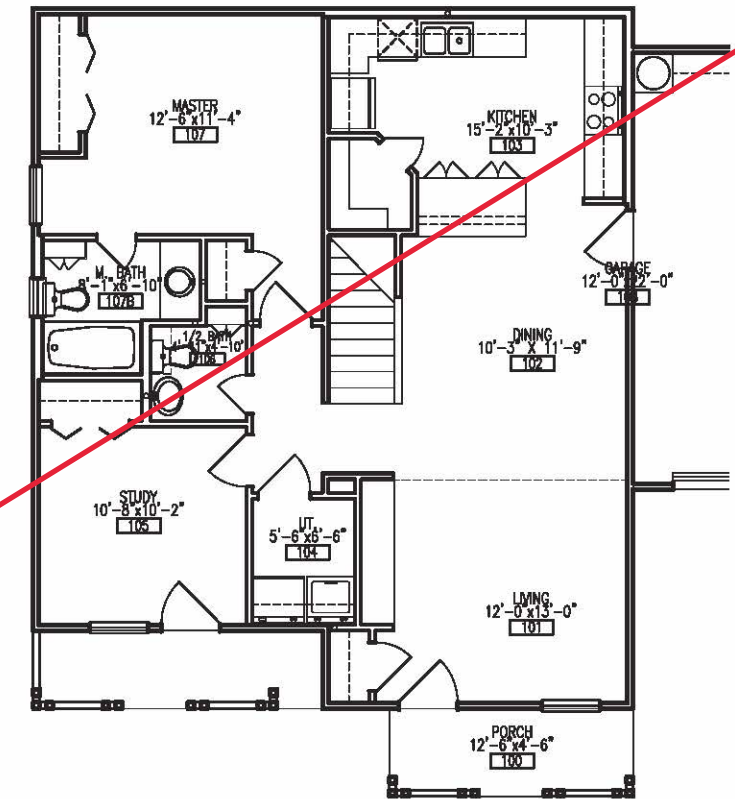


INDIAN HAWTHORNE (PINKIE)

PLANTINGS



2ND FLOOR



1ST FLOOR



PLAN T-4R

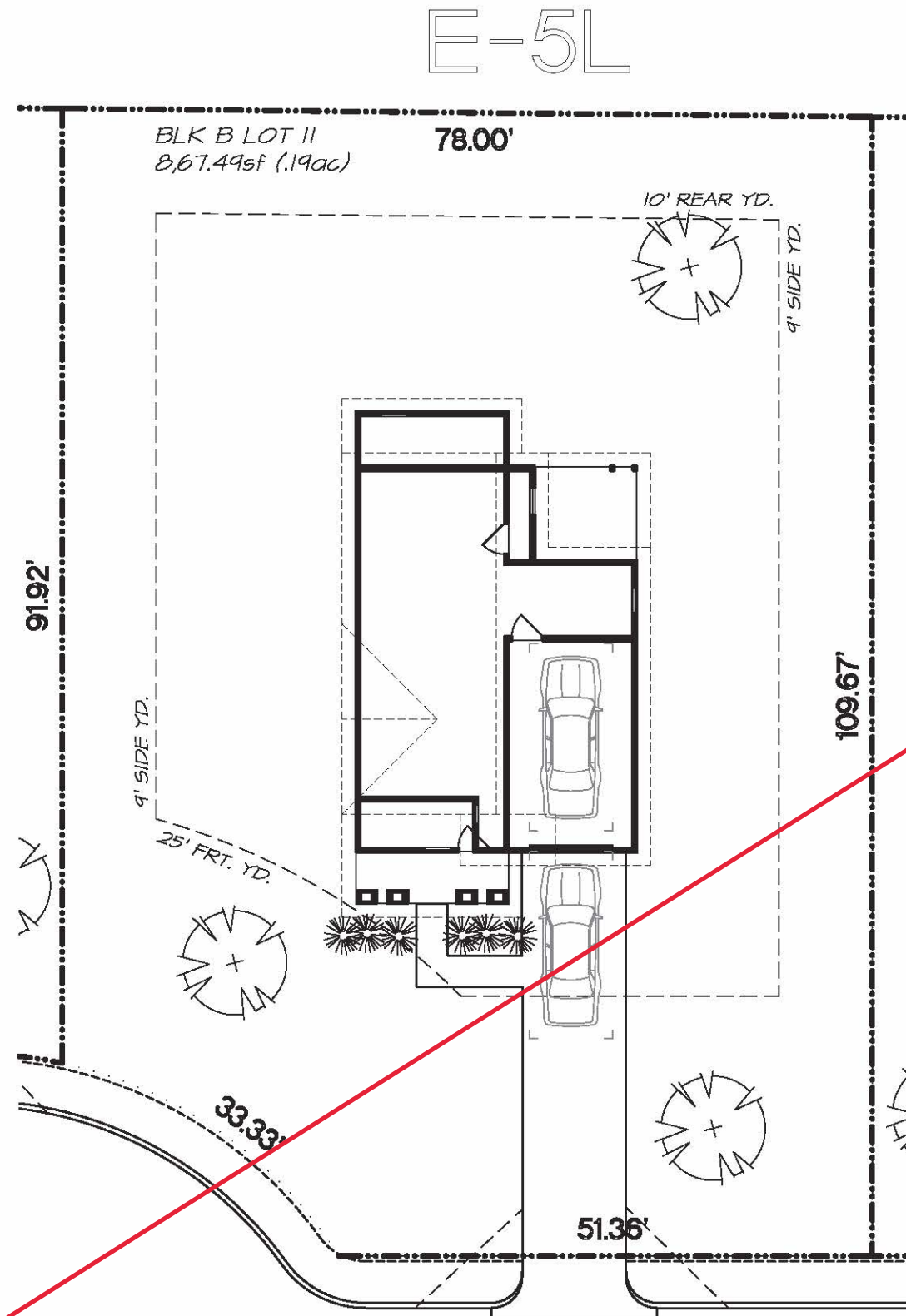
GARAGE

SITE INFORMATION

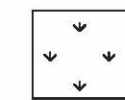
ZONING: R-1
 LEGAL DESCRIPTION: PROP. ID: 12038
 510400 HI VUE, BLOCK B, LOT II
 ADDRESS: WILHITE DRIVE
 ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: E-5L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

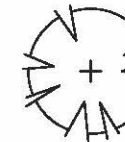
BUILDING FOOTPRINT:	1,151
PATIO S.F.:	73
FIRST FLOOR GROSS S.F.:	965
GARAGE S.F.:	262
FIRST FLOOR NET S.F.:	669
SECOND FLOOR NET:	780
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,449
TOTAL GROSS SQUARE FOOTAGE:	1,931
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,670.49sf (.19ac)
NEW BLDG COVERAGE:	13%



LEGEND



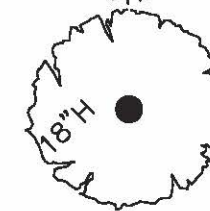
ST. AUGUSTINE GRASS:
 GENUS: STENOTAPHRUM
 SECUNDATUM.



NEW 3-6 CALIPER TREES AS
 SELECTED BY OWNER



NEW SHRUB LANDSCAPING AS
 SELECTED BY OWNER



EXISTING LARGE CALIPER
 TREES TO REMAIN.



EXISTING LARGE CALIPER
 TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

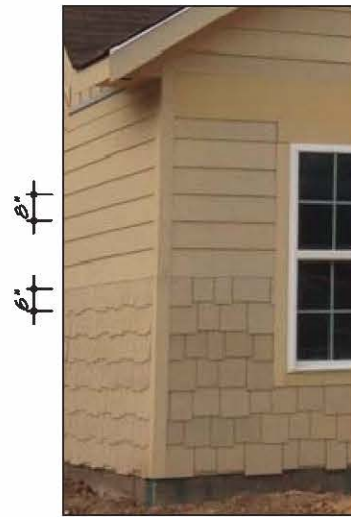
SCALE: 1/16"=1'-0"



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

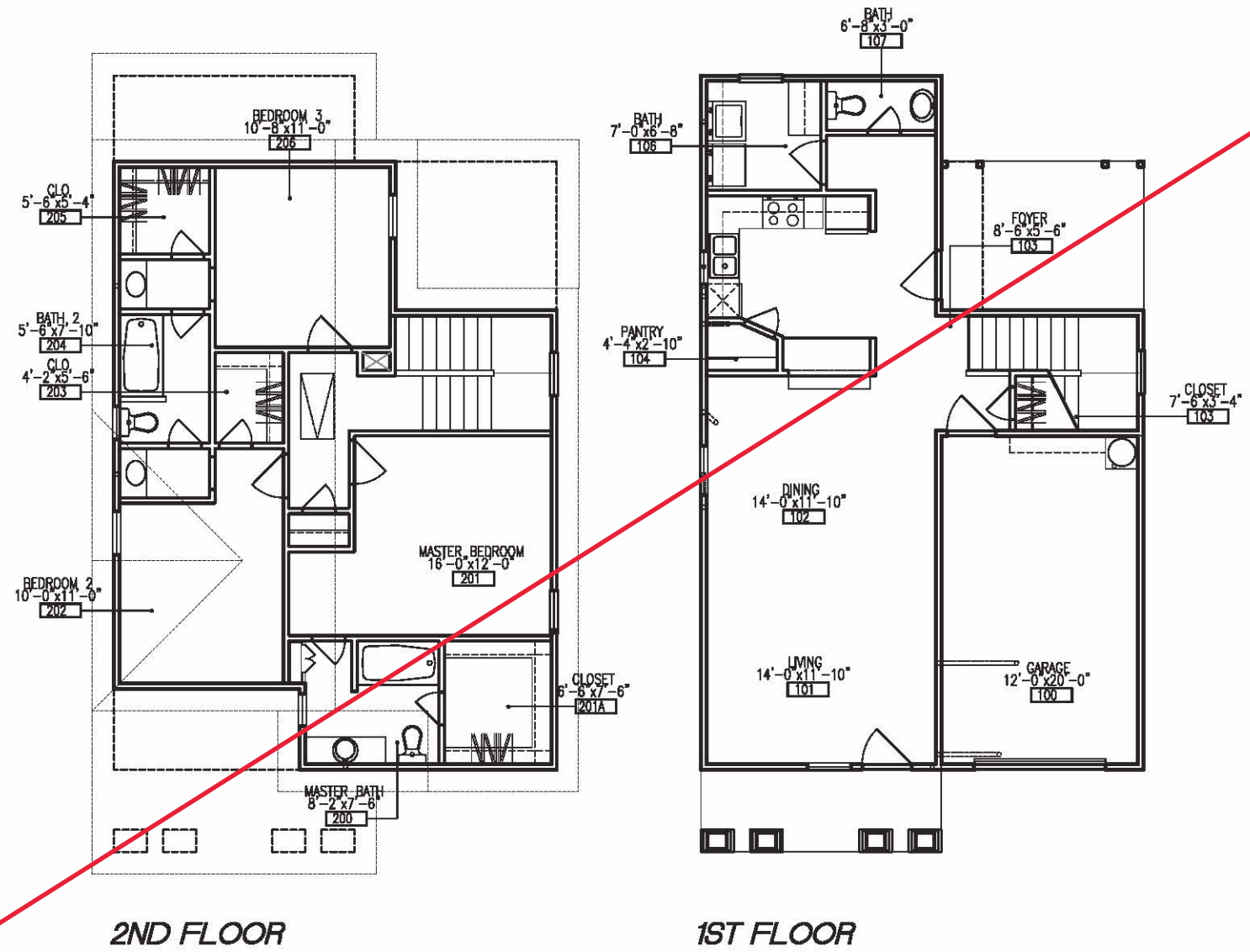


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



2ND FLOOR

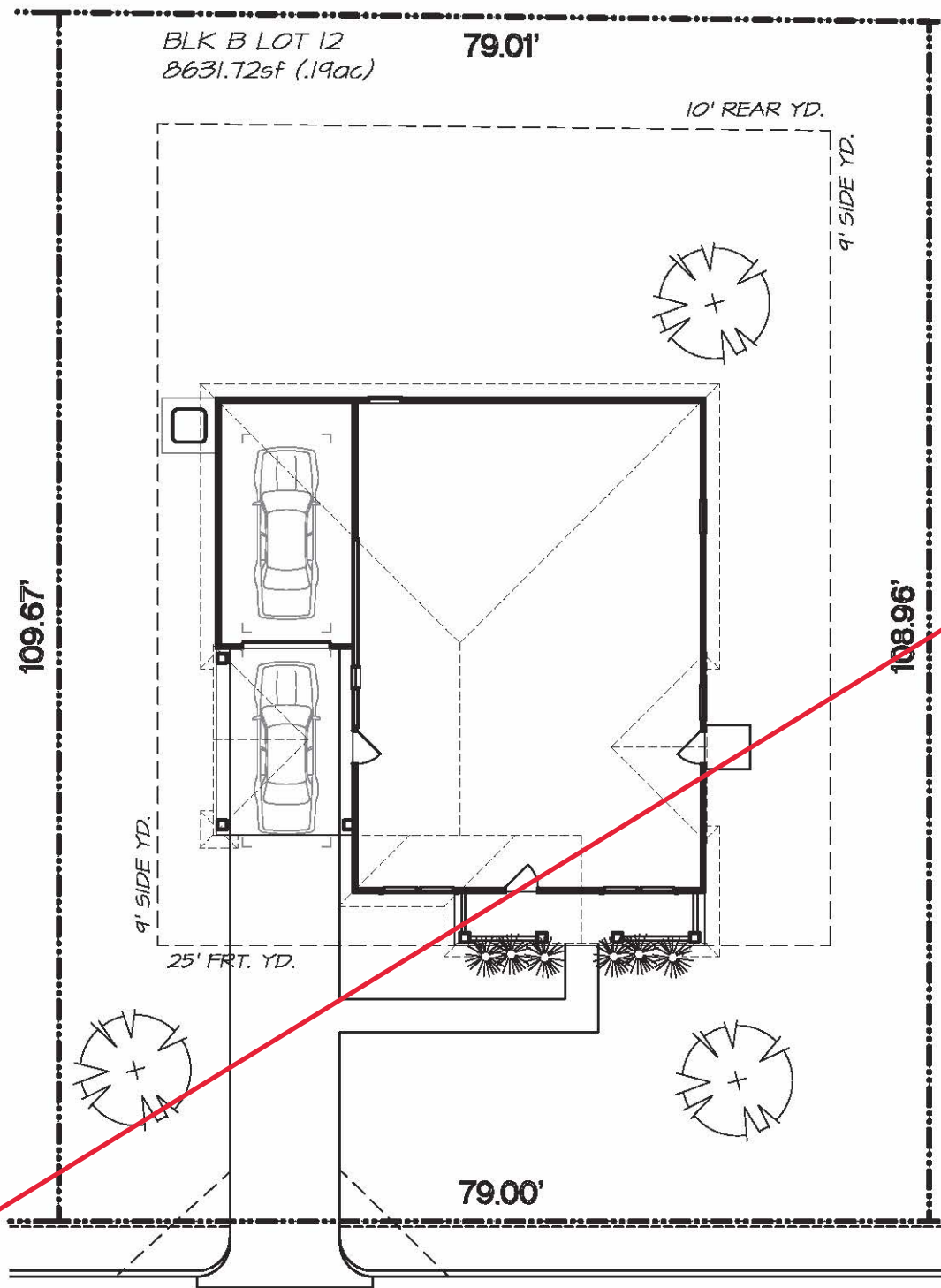
1ST FLOOR



PLAN E-5L

GARAGE

Q-2L



SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 12 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: Q-2L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,822
PATIO S.F.:	111
FIRST FLOOR GROSS S.F.:	1,711
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,430
SECOND FLOOR NET:	-
TOTAL NET SQUARE FOOTAGE:	1,430
TOTAL GROSS SQUARE FOOTAGE:	1,711
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,631.72sf (.19ac)
NEW BLDG COVERAGE:	21%

LEGEND

- ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
- NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
- NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
- EXISTING LARGE CALIPER
TREES TO REMAIN.
- EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"

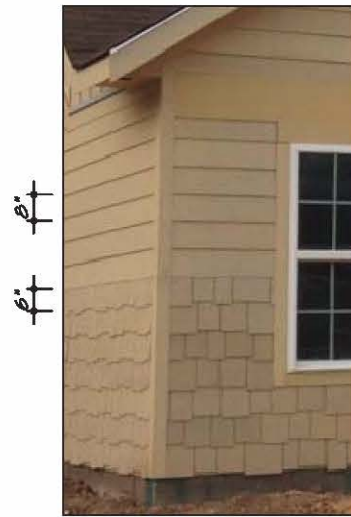
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



GEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



GEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

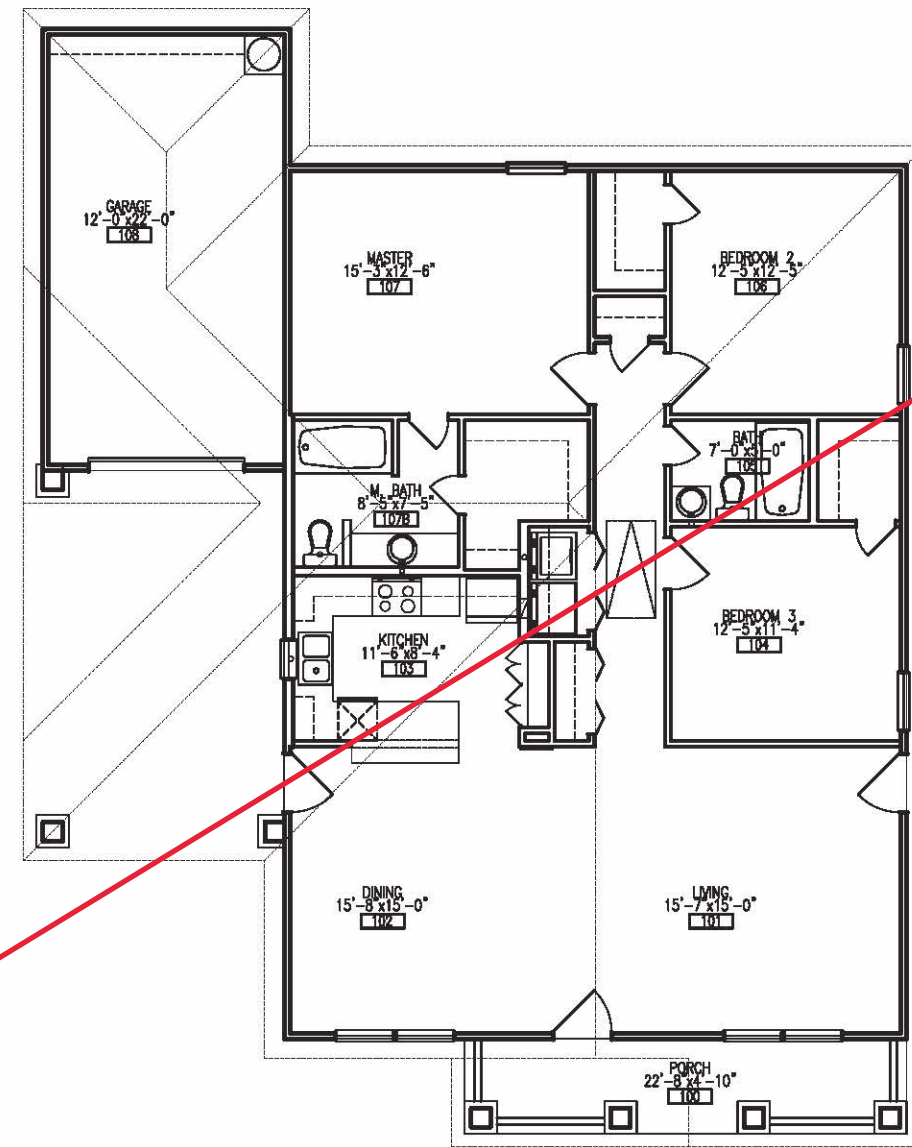


NATCHEZ GRAPE MYRTLE



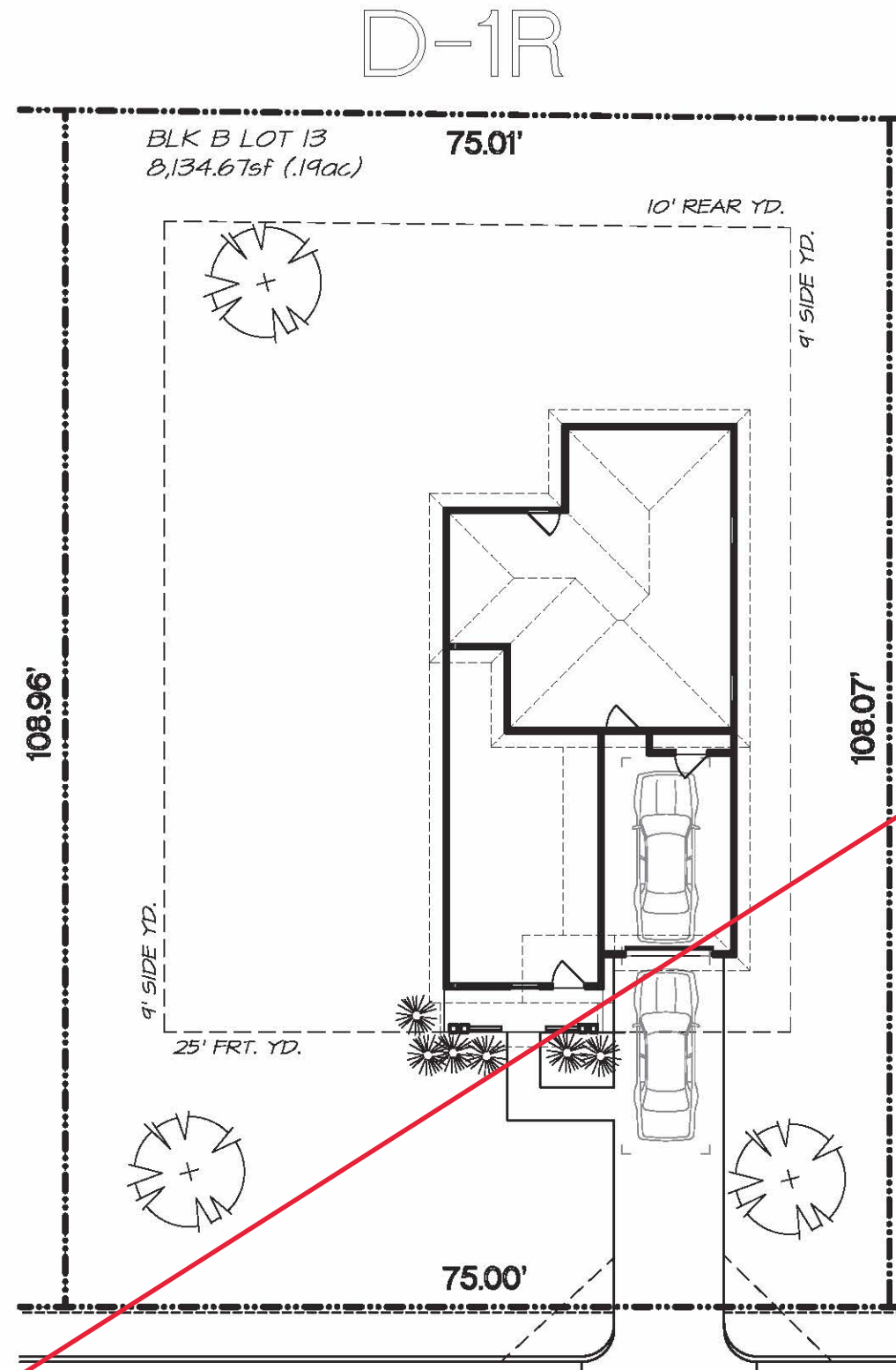
INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN Q-2L

GARAGE



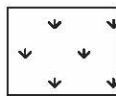
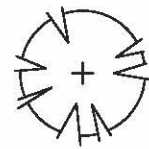

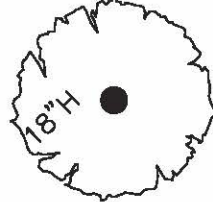

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 13 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 75567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: D-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,298
PATIO S.F.:	58
FIRST FLOOR GROSS S.F.:	1,241
GARAGE S.F.:	257
FIRST FLOOR NET S.F.:	943
SECOND FLOOR NET:	508
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,451
TOTAL GROSS SQUARE FOOTAGE:	1,749
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,134.67sf (.19ac)
NEW BLDG COVERAGE:	16%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

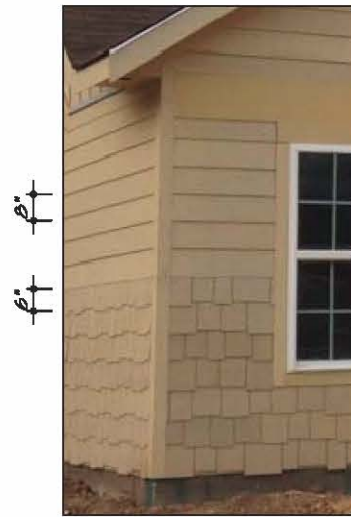
SCALE: 1/16"=1'-0"



CEMETITIUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



CEMETITIUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



f' f'

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



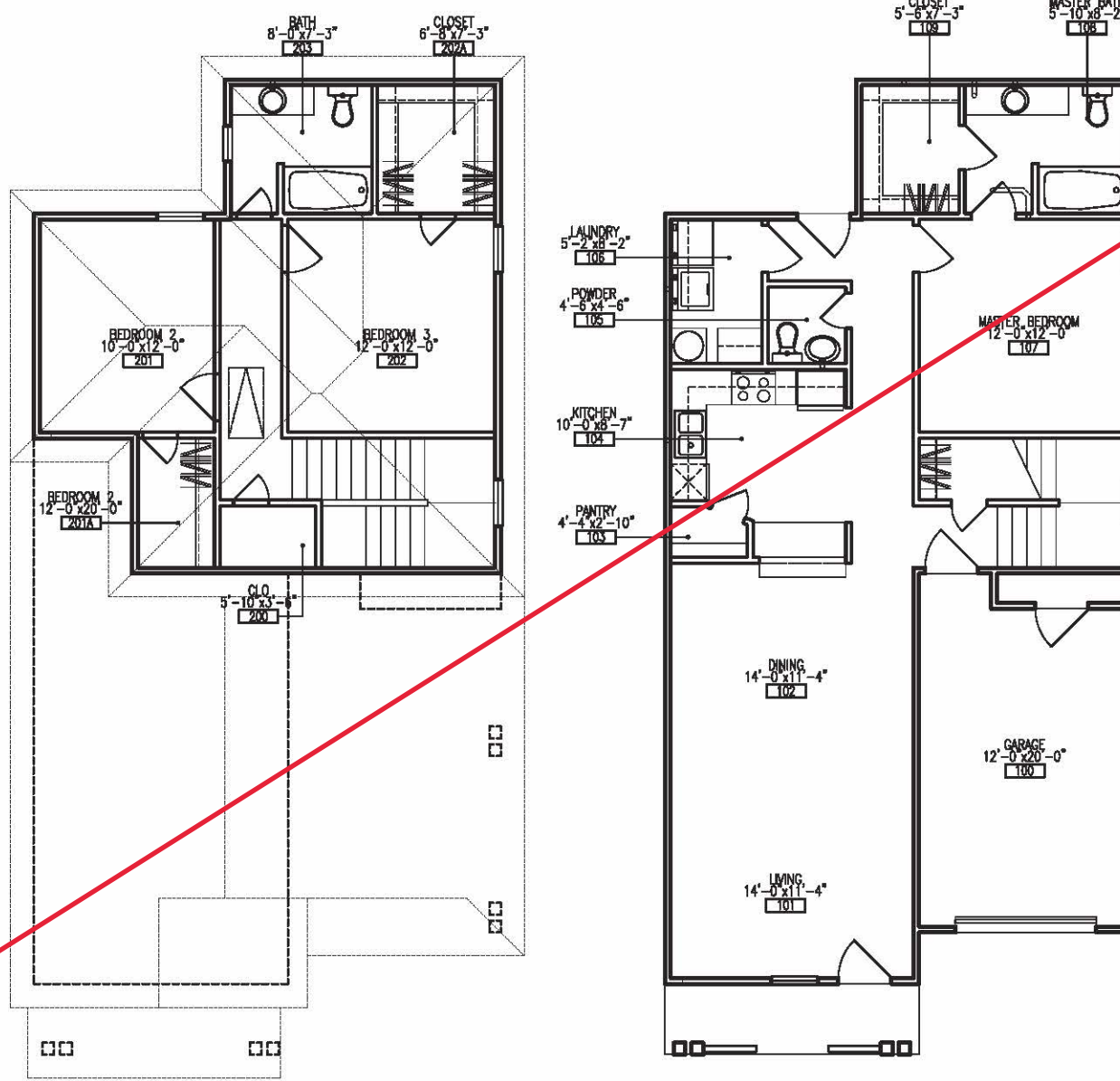
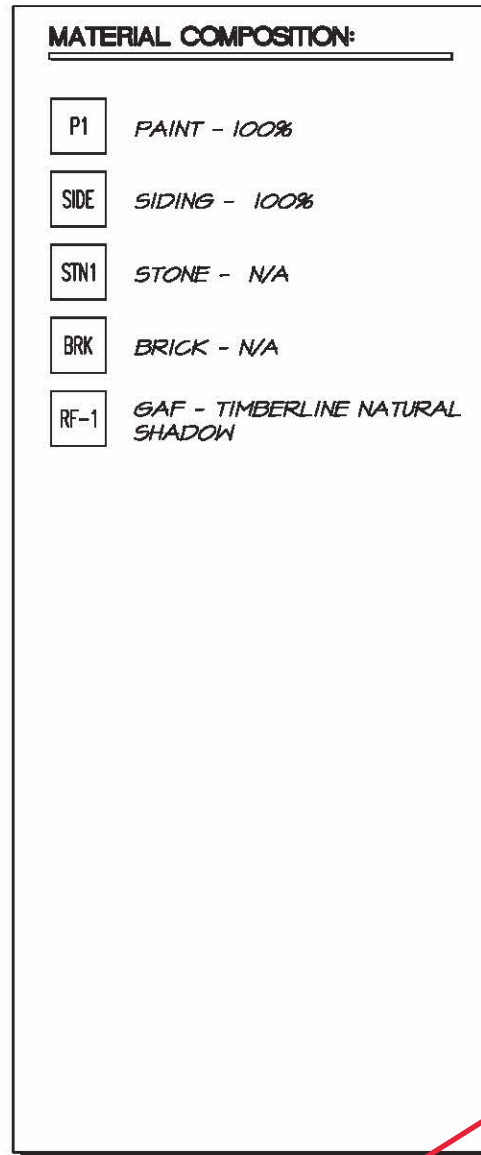
COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS



2ND FLOOR

1ST FLOOR



NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

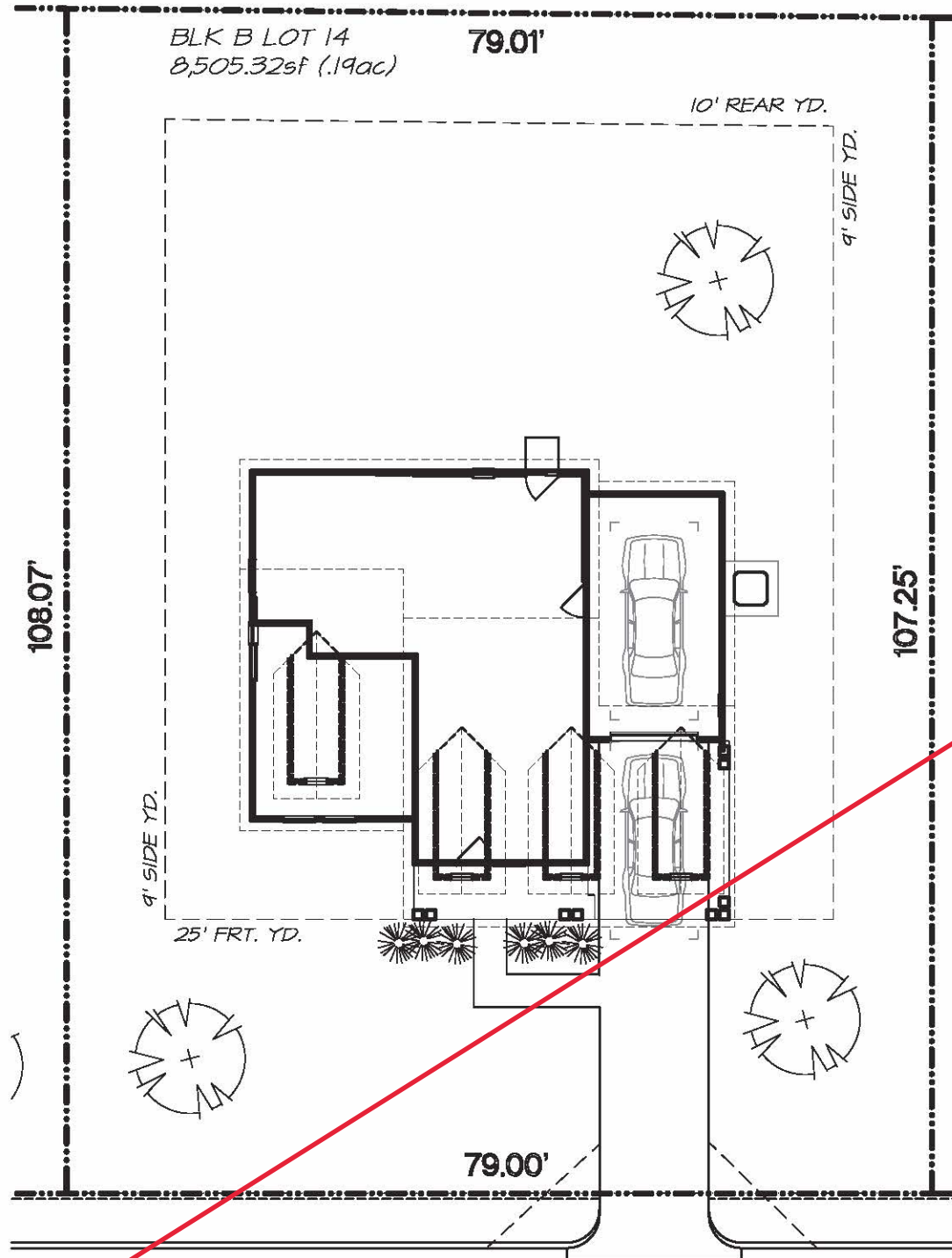
PLANTINGS



PLAN D-1R

GARAGE

T-2R



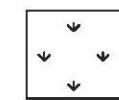
SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 14 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: T-2R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

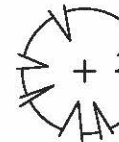
AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,615
PATIO S.F.:	81
FIRST FLOOR GROSS S.F.:	1,327
GARAGE S.F.:	475
FIRST FLOOR NET S.F.:	1,046
SECOND FLOOR NET:	454
TOTAL NET SQUARE FOOTAGE:	1,500
TOTAL GROSS SQUARE FOOTAGE:	1,781
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,505.32sf (.19ac)
NEW BLDG COVERAGE:	19%

LEGEND



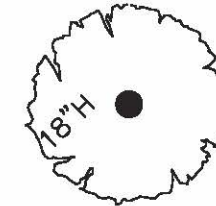
ST. AUGUSTINE GRASS:
 GENUS: STENOTAPHRUM
 SECUNDATUM.



NEW 3-6 CALIPER TREES AS
 SELECTED BY OWNER



NEW SHRUB LANDSCAPING AS
 SELECTED BY OWNER



EXISTING LARGE CALIPER
 TREES TO REMAIN.

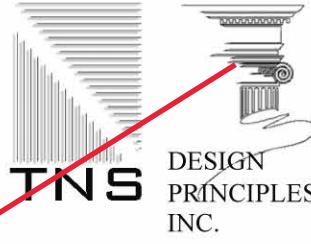


EXISTING LARGE CALIPER
 TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

SCALE: 1/16"=1'-0"



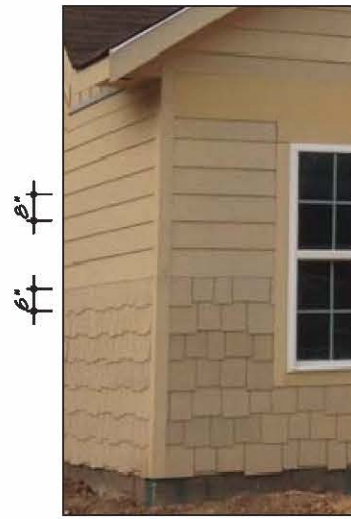
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

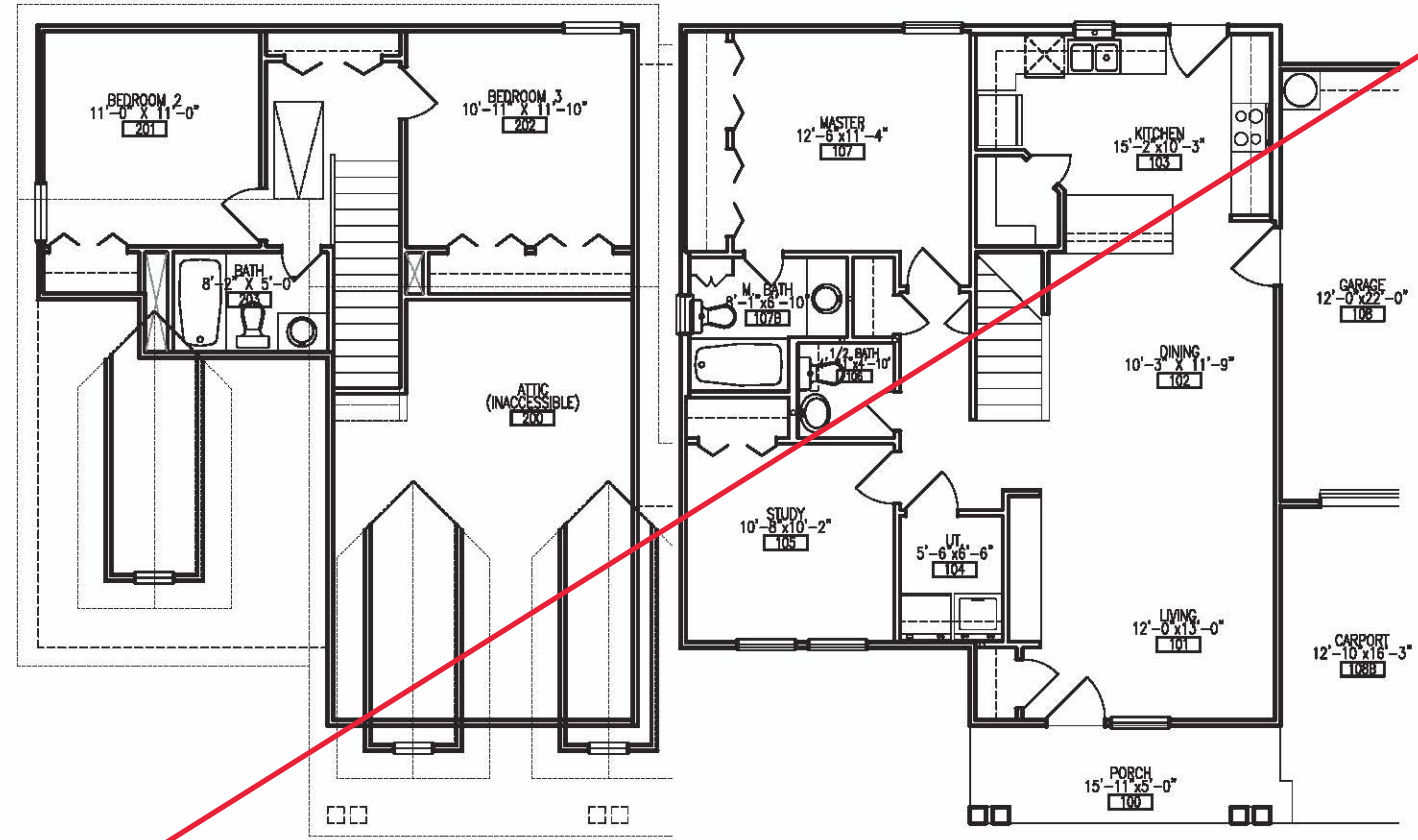


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



2ND FLOOR

1ST FLOOR



PLAN T-2R

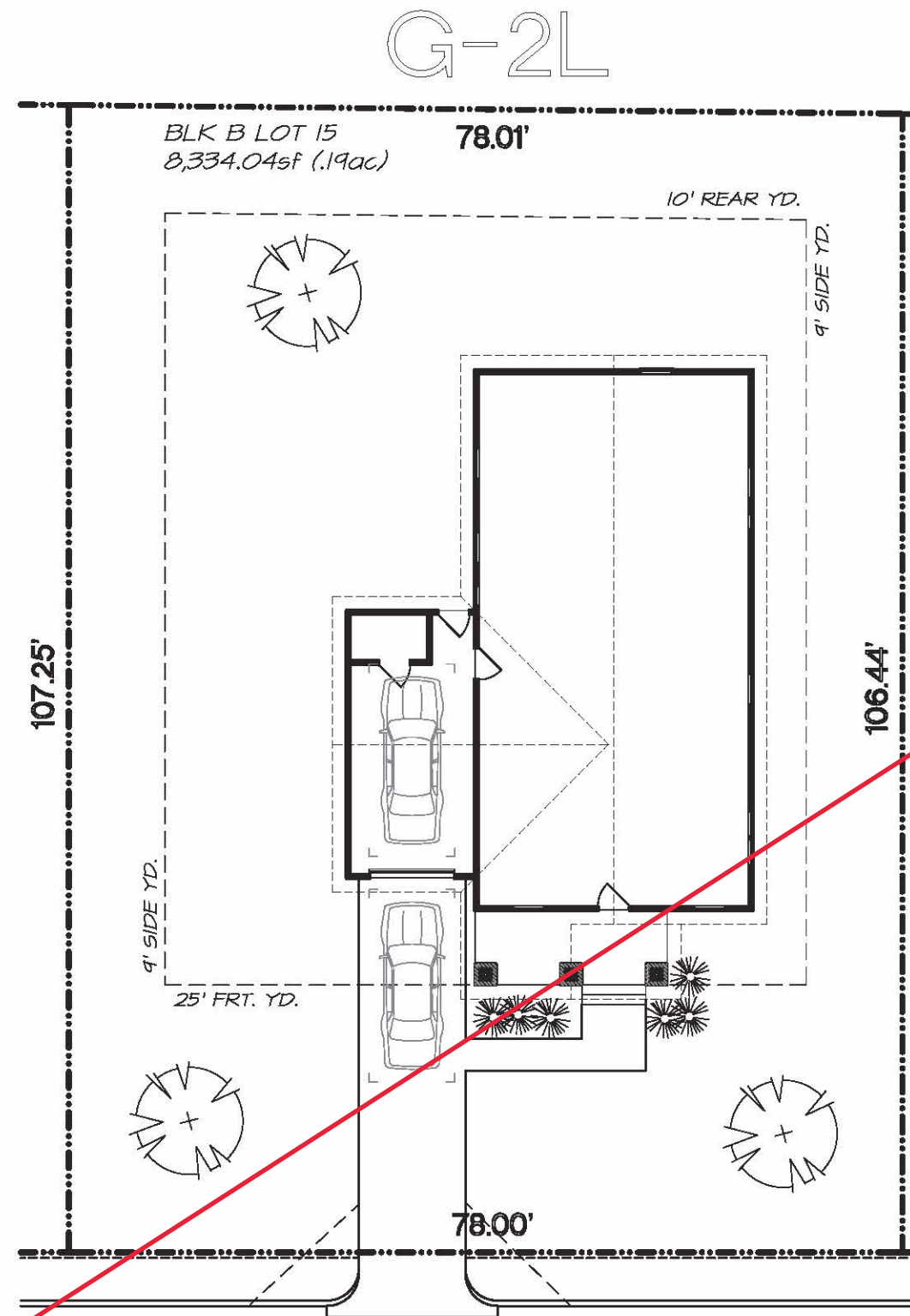
GARAGE

SITE INFORMATION

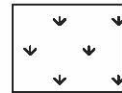
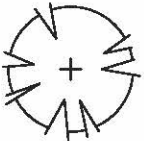

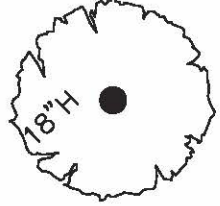

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 15 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: G-2L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,754
PATIO S.F.:	140
FIRST FLOOR GROSS S.F.:	1,614
CARPORT S.F.:	301
FIRST FLOOR NET S.F.:	1,313
SECOND FLOOR NET:	-
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,614
TOTAL GROSS SQUARE FOOTAGE:	1,313
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,334.04sf (.19ac)
NEW BLDG COVERAGE:	21%



LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

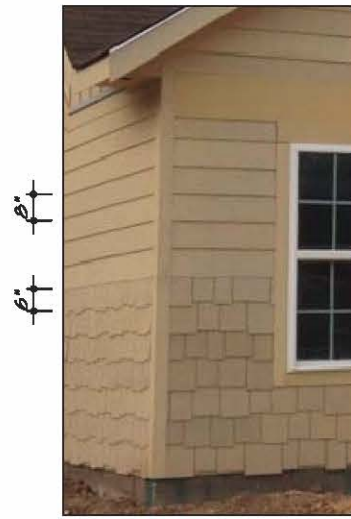
SCALE: 1/16"=1'-0"



EMERALD SHINGLE - STAGGERED EDGE
 6" MIN. TALL SIDING EXPOSURE
 Thickness: 1/4" Height: 1.9 lbs./sq. ft.
 Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
 8" TALL SIDING EXPOSURE
 Actual Width: 9.25" Thickness: 5/16"
 Height: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



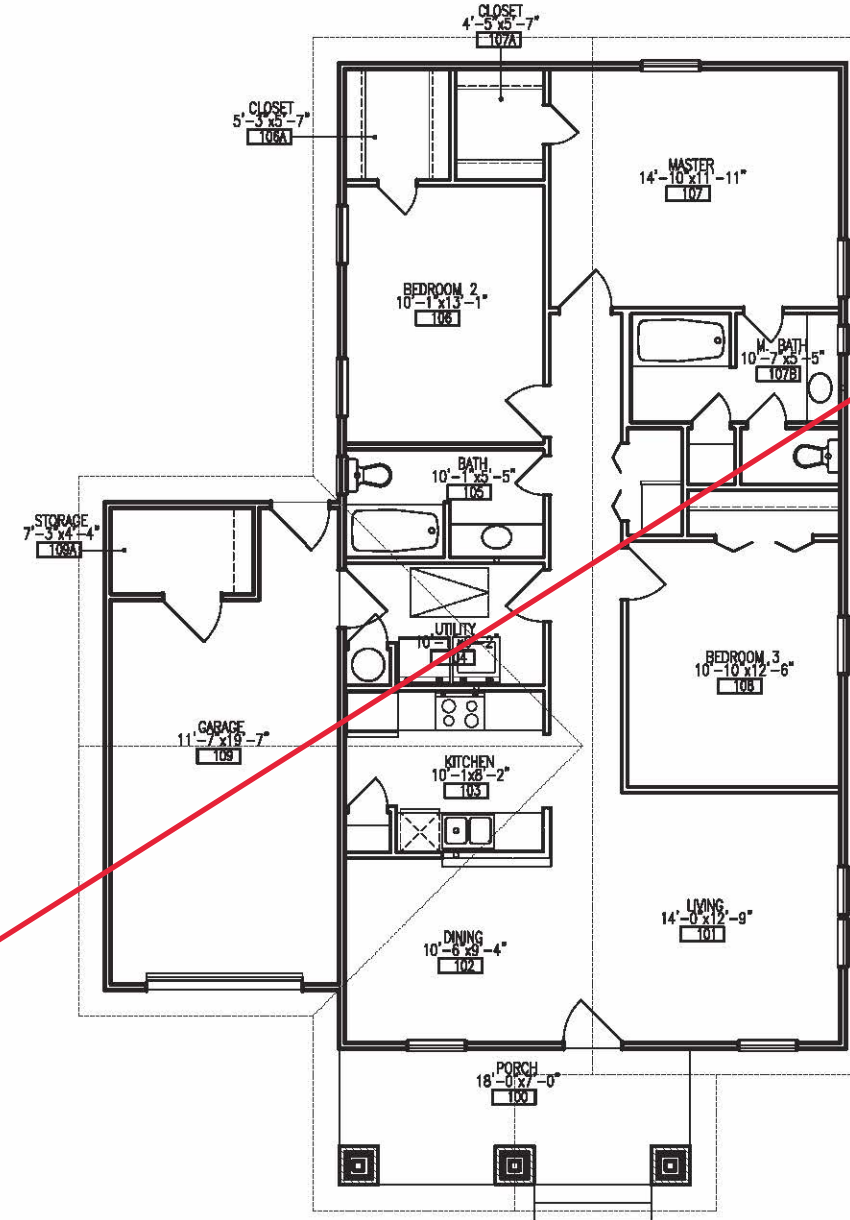
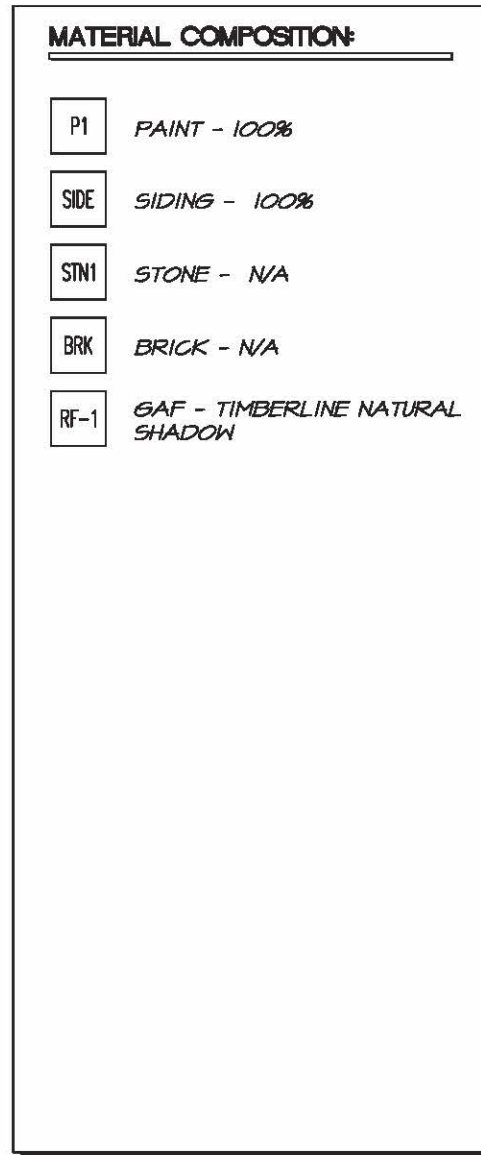
COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS



NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN G-2L

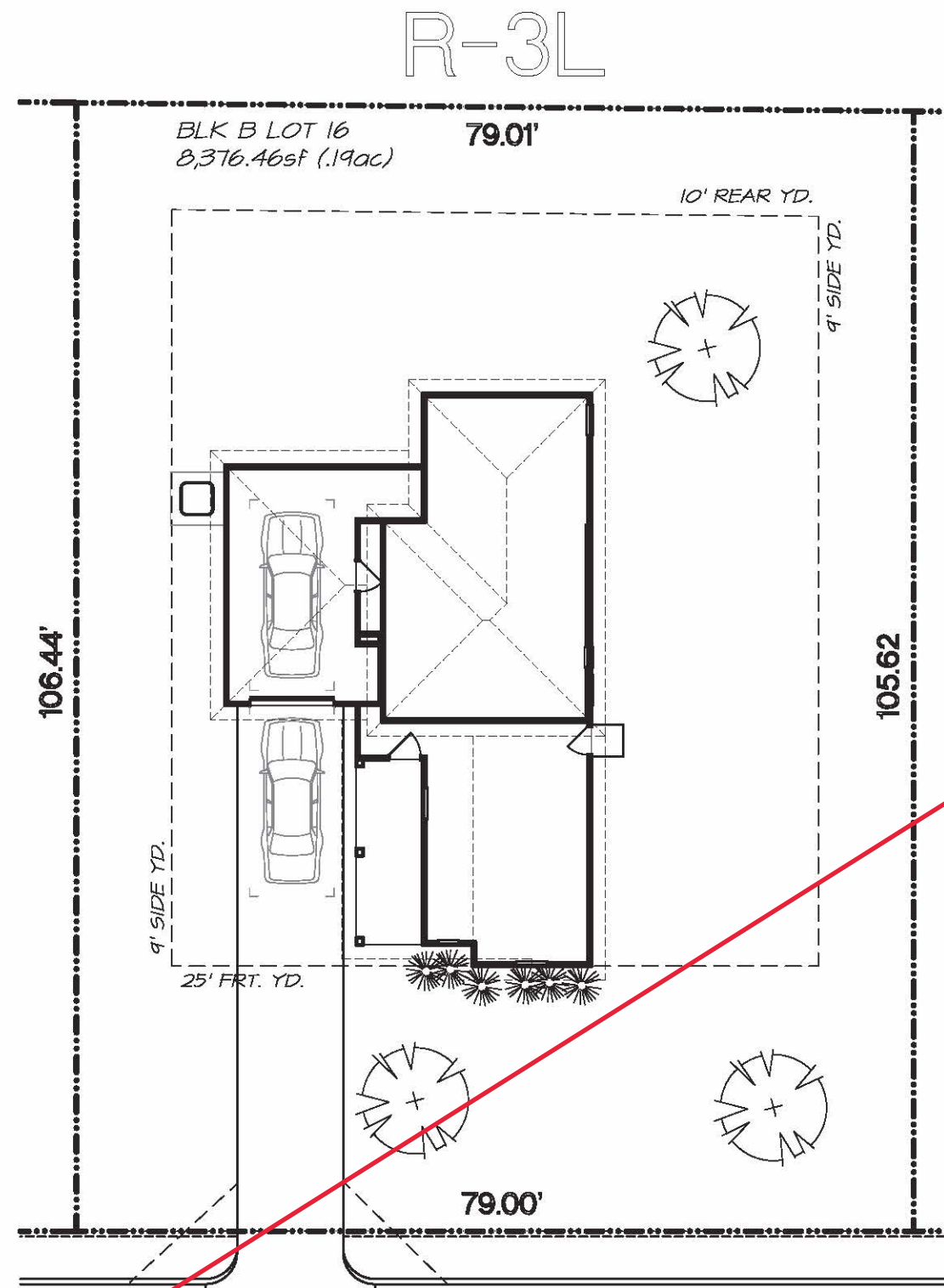
GARAGE

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 16 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: R-3L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,415
PATIO S.F.:	110
FIRST FLOOR GROSS S.F.:	1,305
GARAGE S.F.:	325
FIRST FLOOR NET S.F.:	981
SECOND FLOOR NET:	513
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,494
TOTAL GROSS SQUARE FOOTAGE:	1,818
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,376.46sf (.19ac)
NEW BLDG COVERAGE:	17%



LEGEND

- ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
- NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
- NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
- EXISTING LARGE CALIPER
TREES TO REMAIN.
- EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

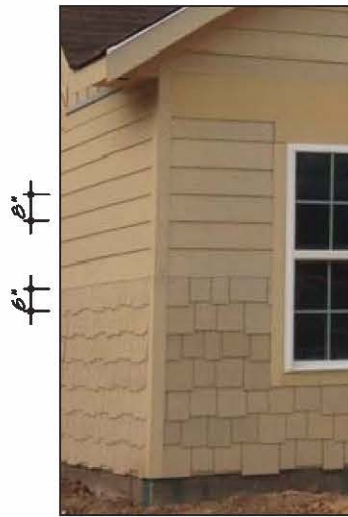
SCALE: 1/16"=1'-0"



GEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



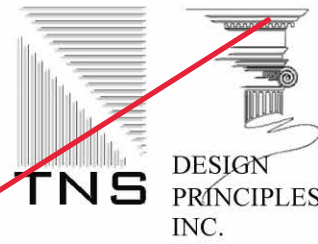
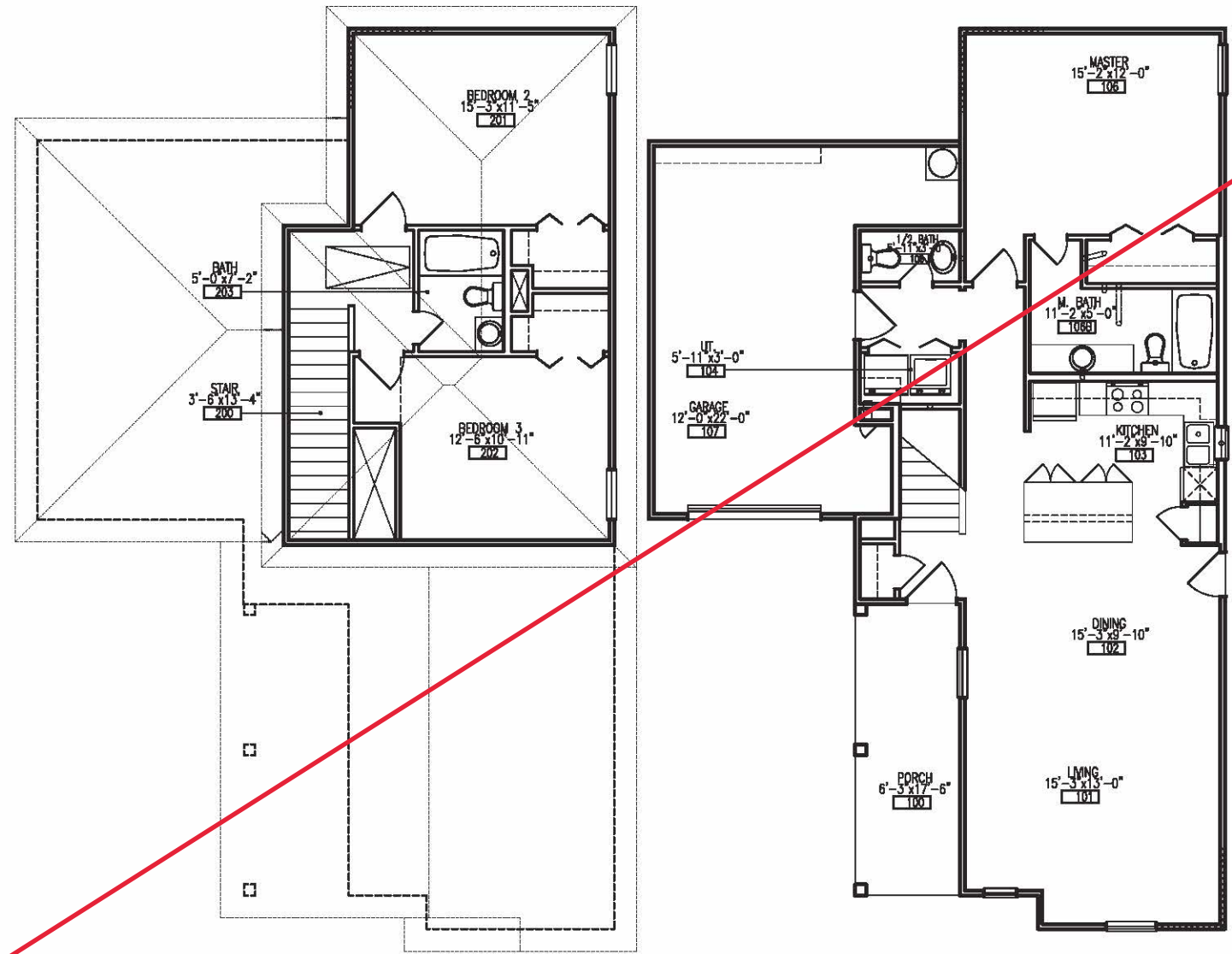
GEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW



SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

2ND FLOOR

1ST FLOOR



NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN R-3L

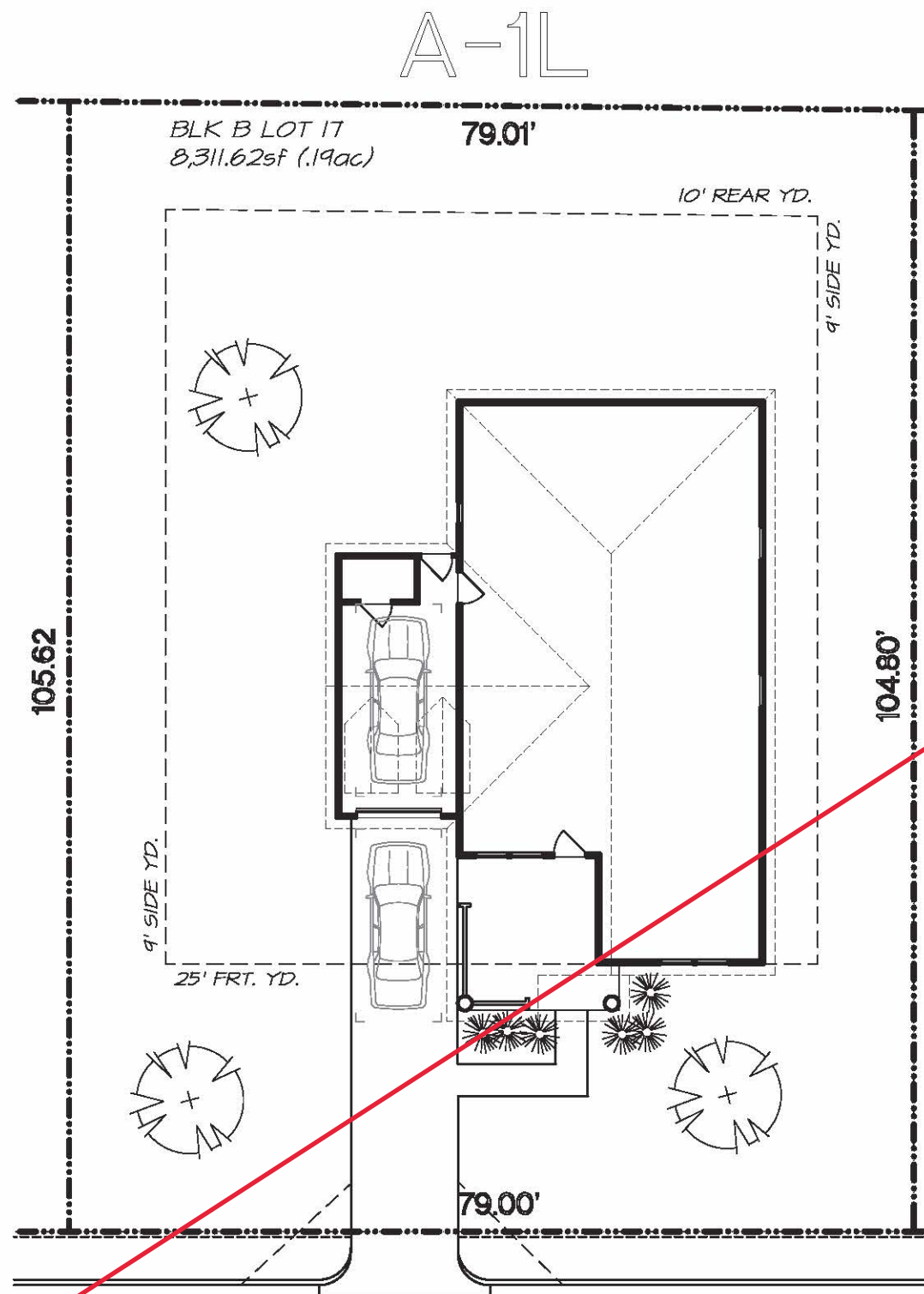
GARAGE

SITE INFORMATION

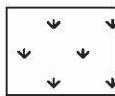
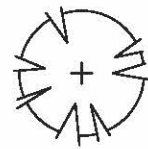

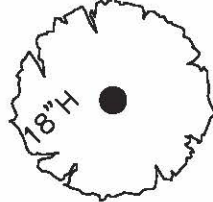

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 17 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: A-1L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,055
PORCH S.F.:	195
FIRST FLOOR GROSS S.F.:	1,380
CARPORT S.F.:	280
FIRST FLOOR NET S.F.:	1,326
SECOND FLOOR NET:	-
TOTAL NET AREA	1,326
TOTAL GROSS (APPRAISED) AREA	1,380
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,311.62sf (.19ac)
NEW BLDG COVERAGE:	22%



LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

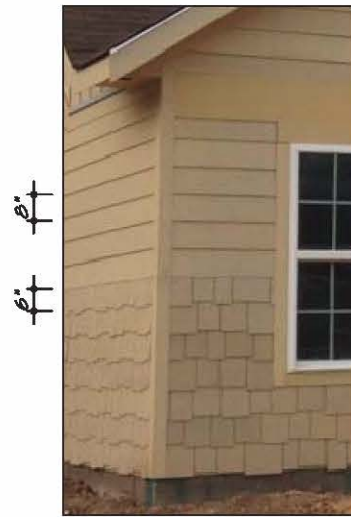
SCALE: 1/16"=1'-0"



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

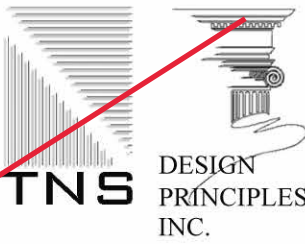
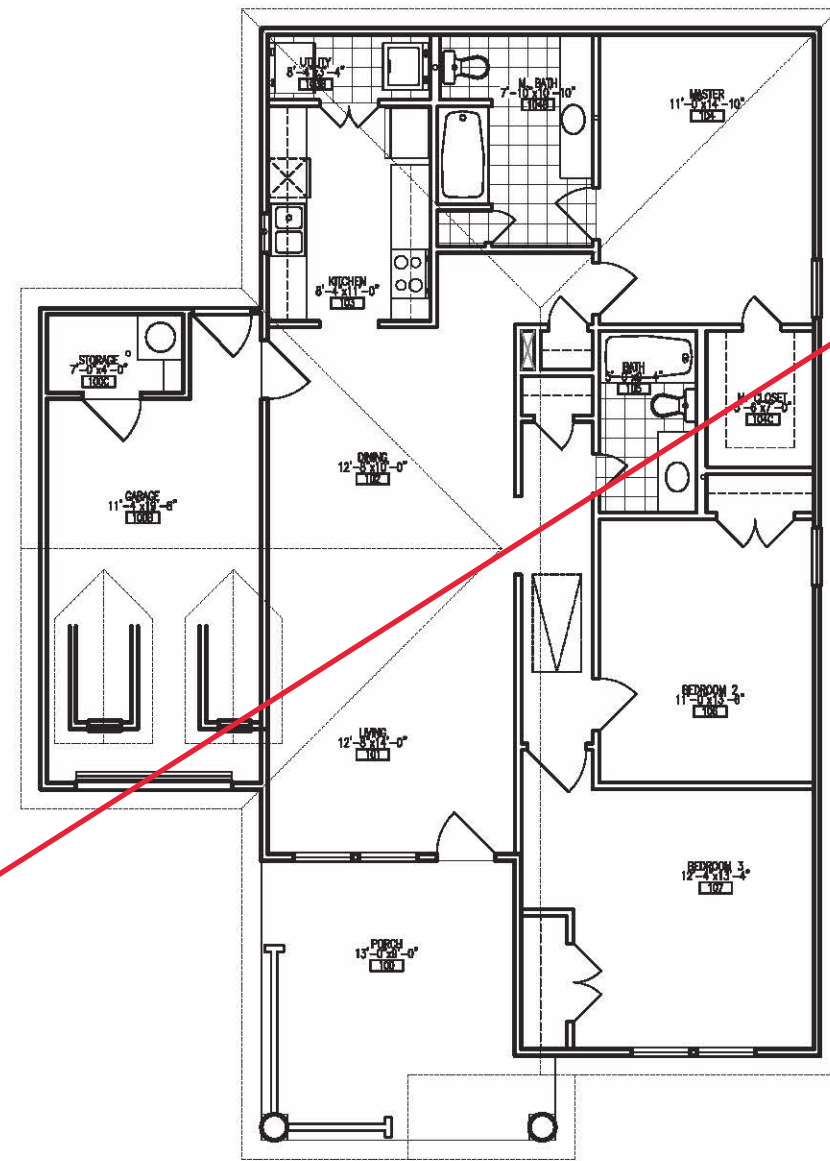


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN A-1L

GARAGE

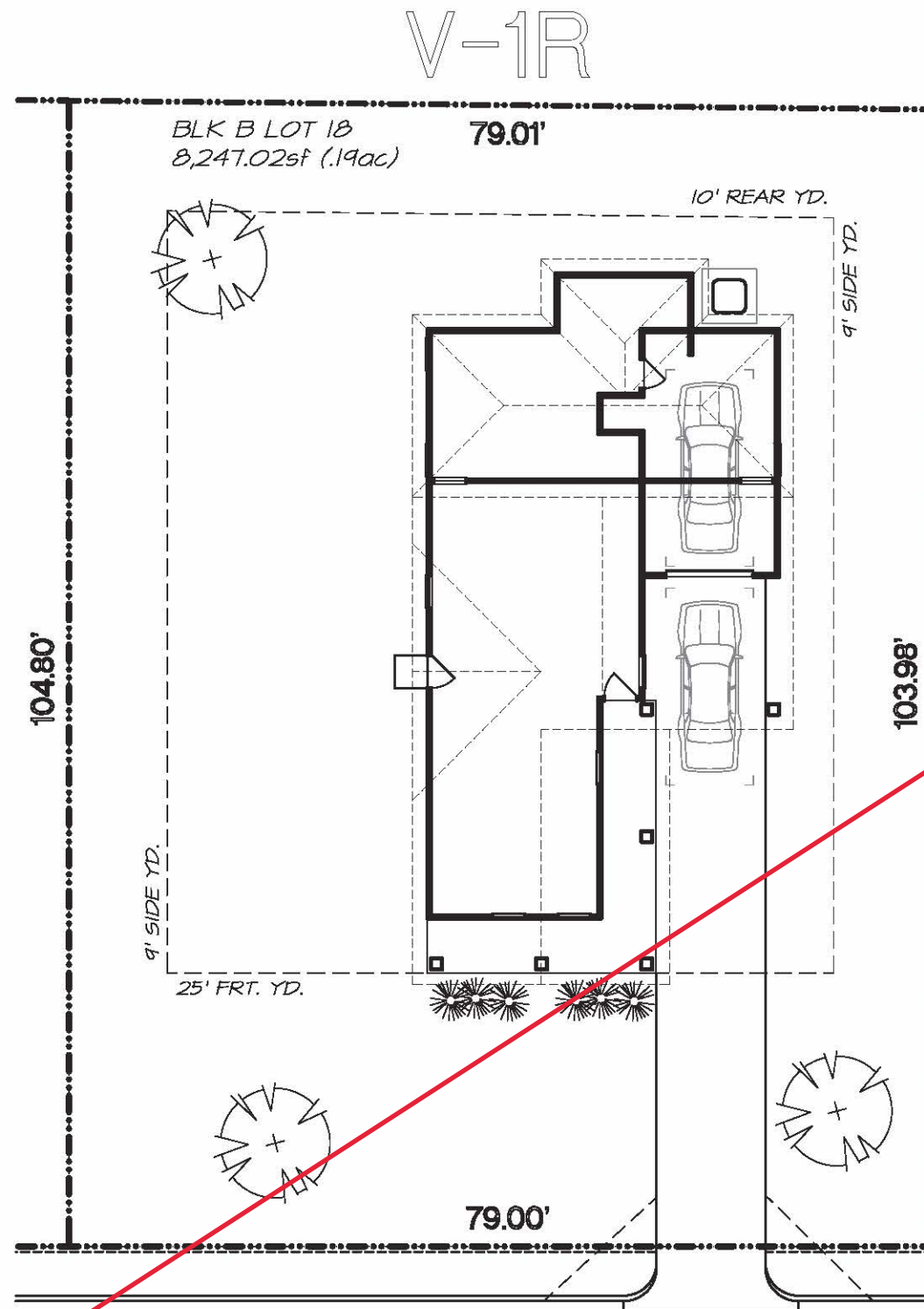
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION

SITE INFORMATION

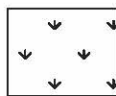
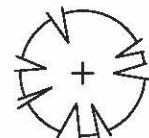

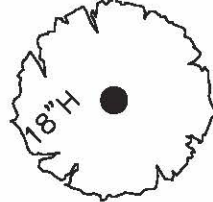

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK B, LOT 18 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: V-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,693
PATIO S.F.:	204
FIRST FLOOR GROSS S.F.:	1,474
GARAGE S.F.:	255
FIRST FLOOR NET S.F.:	1,218
SECOND FLOOR NET:	515
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,733
TOTAL GROSS SQUARE FOOTAGE:	1,989
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,247.02sf (.19ac)
NEW BLDG COVERAGE:	21%



LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

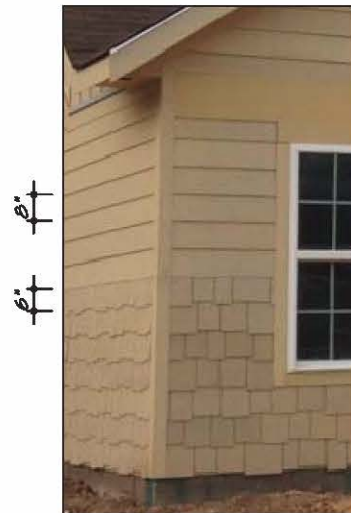
SCALE: 1/16"=1'-0"



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
8"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

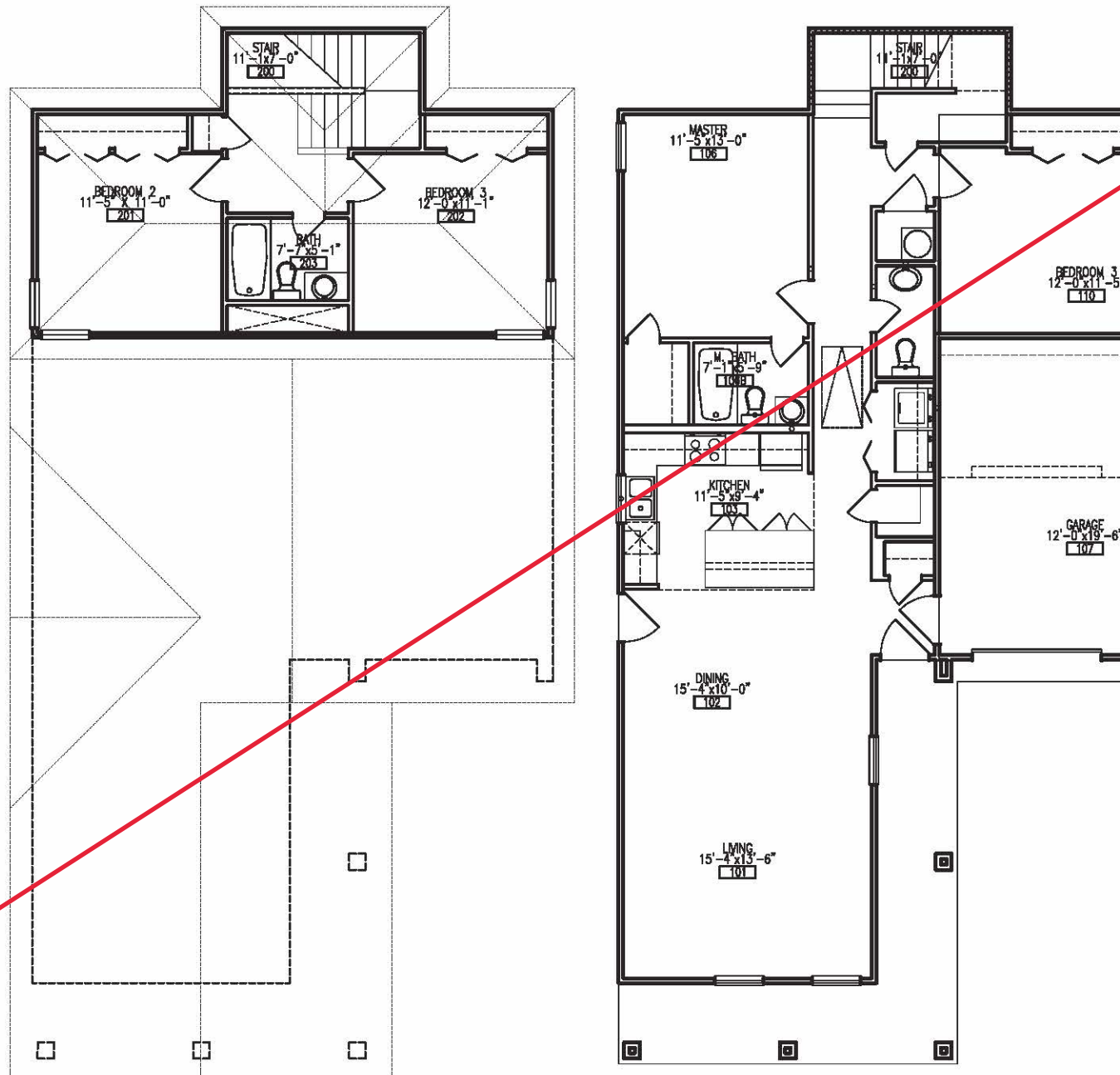


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



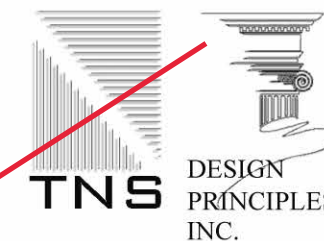
2ND FLOOR

1ST FLOOR

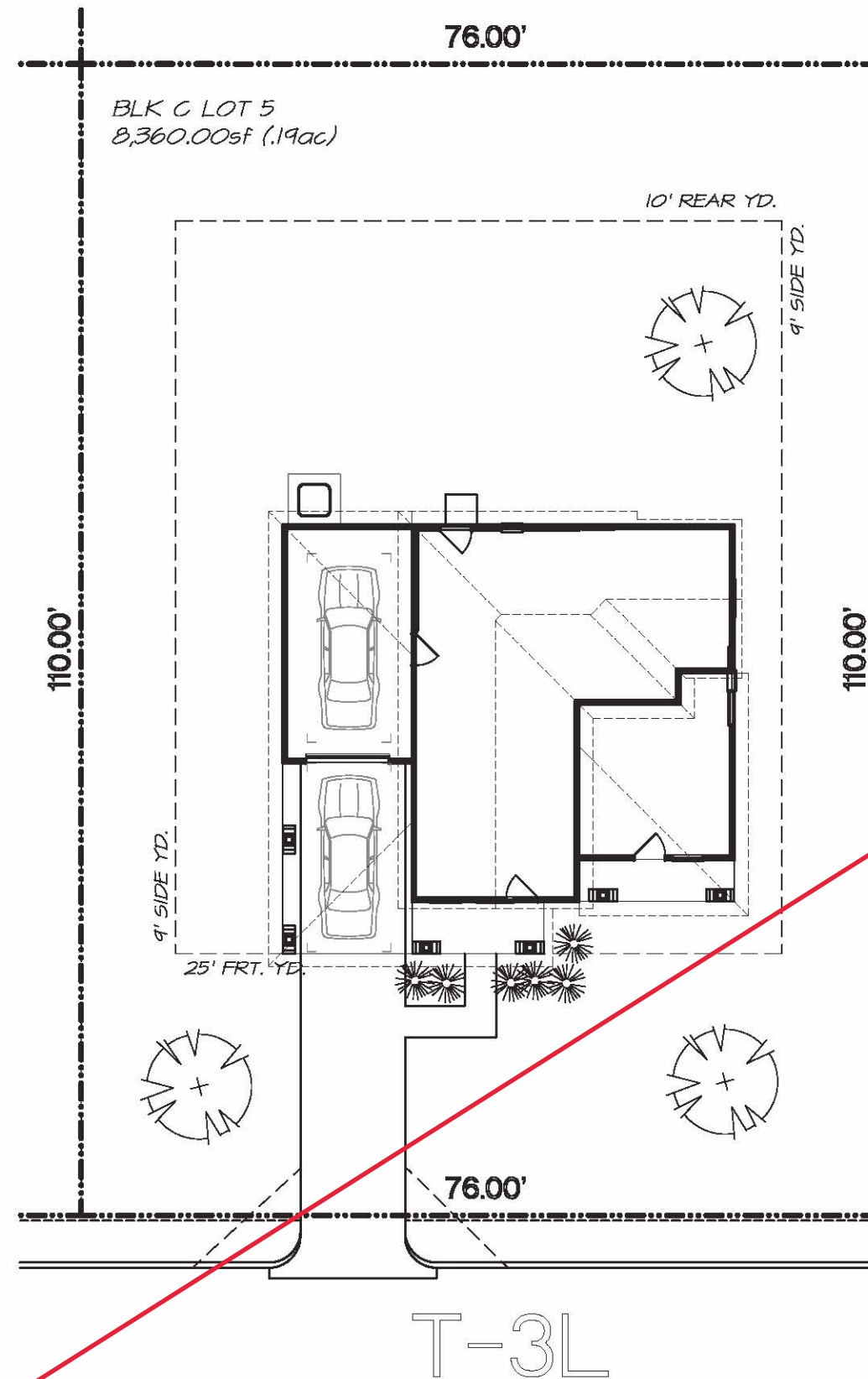


PLAN V-1R

GARAGE



**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



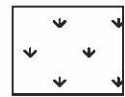
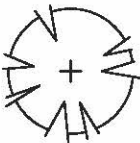

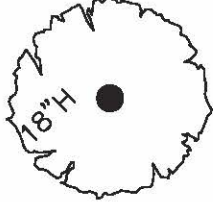

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510400 HI VUE, BLOCK C, LOT 5 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: T-3L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,649
PATIO S.F.:	121
FIRST FLOOR GROSS S.F.:	1,326
GARAGE S.F.:	481
FIRST FLOOR NET S.F.:	1,046
SECOND FLOOR NET:	454
TOTAL NET SQUARE FOOTAGE:	1,500
TOTAL GROSS SQUARE FOOTAGE:	1,780
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	20%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

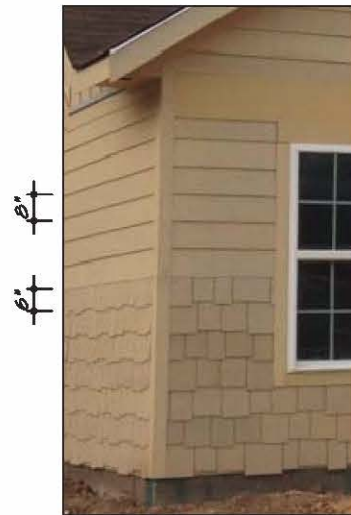
SCALE: 1/16"=1'-0"



CEMETICIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



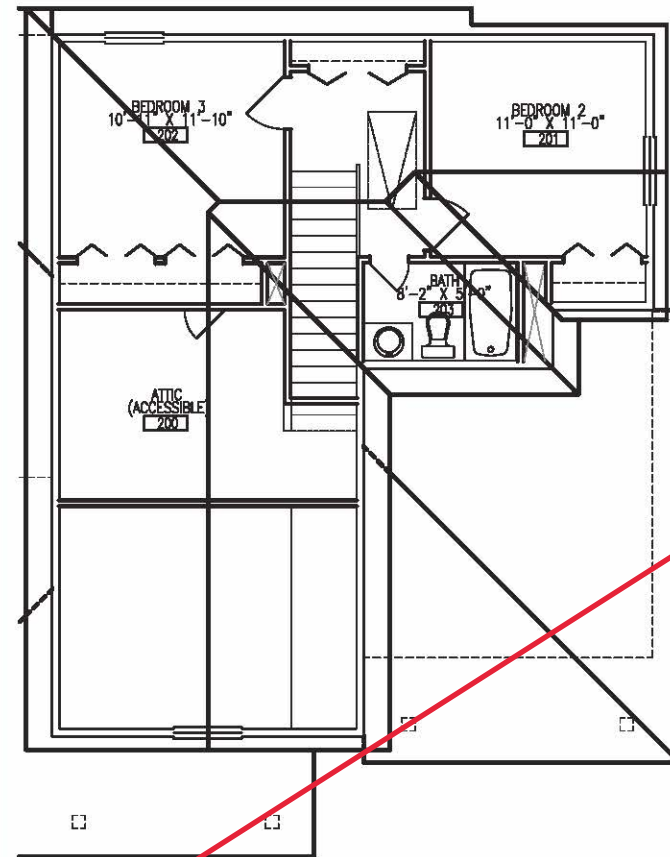
CEMETICIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



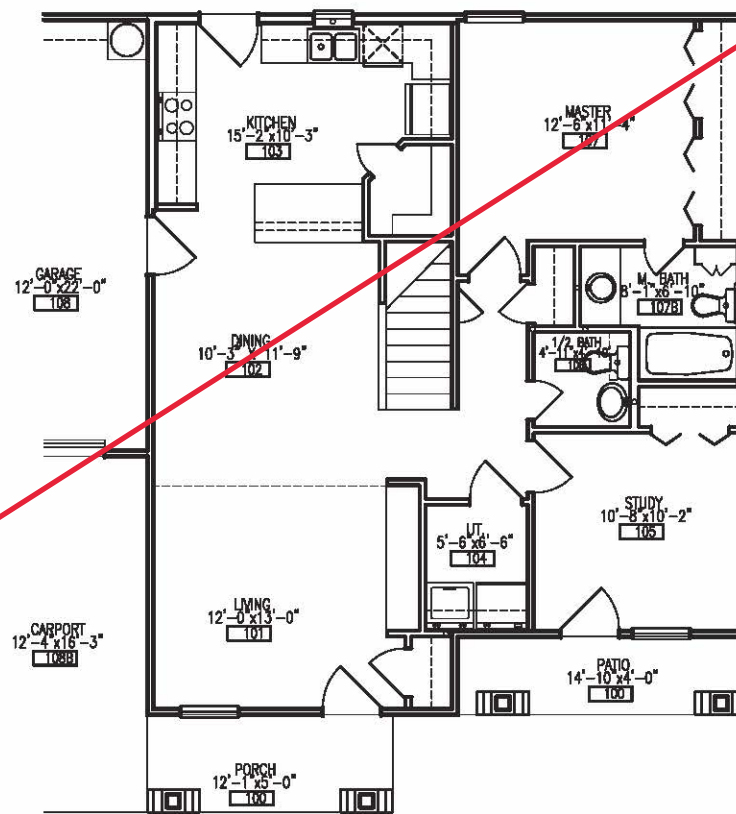
6"
8"

MATERIAL COMPOSITION:

- P1 PAINT - 95%
- SIDE SIDING - 95%
- STN1 STONE - 5%
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW



2ND FLOOR



1ST FLOOR

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS



NATCHEZ GRAPE MYRTLE



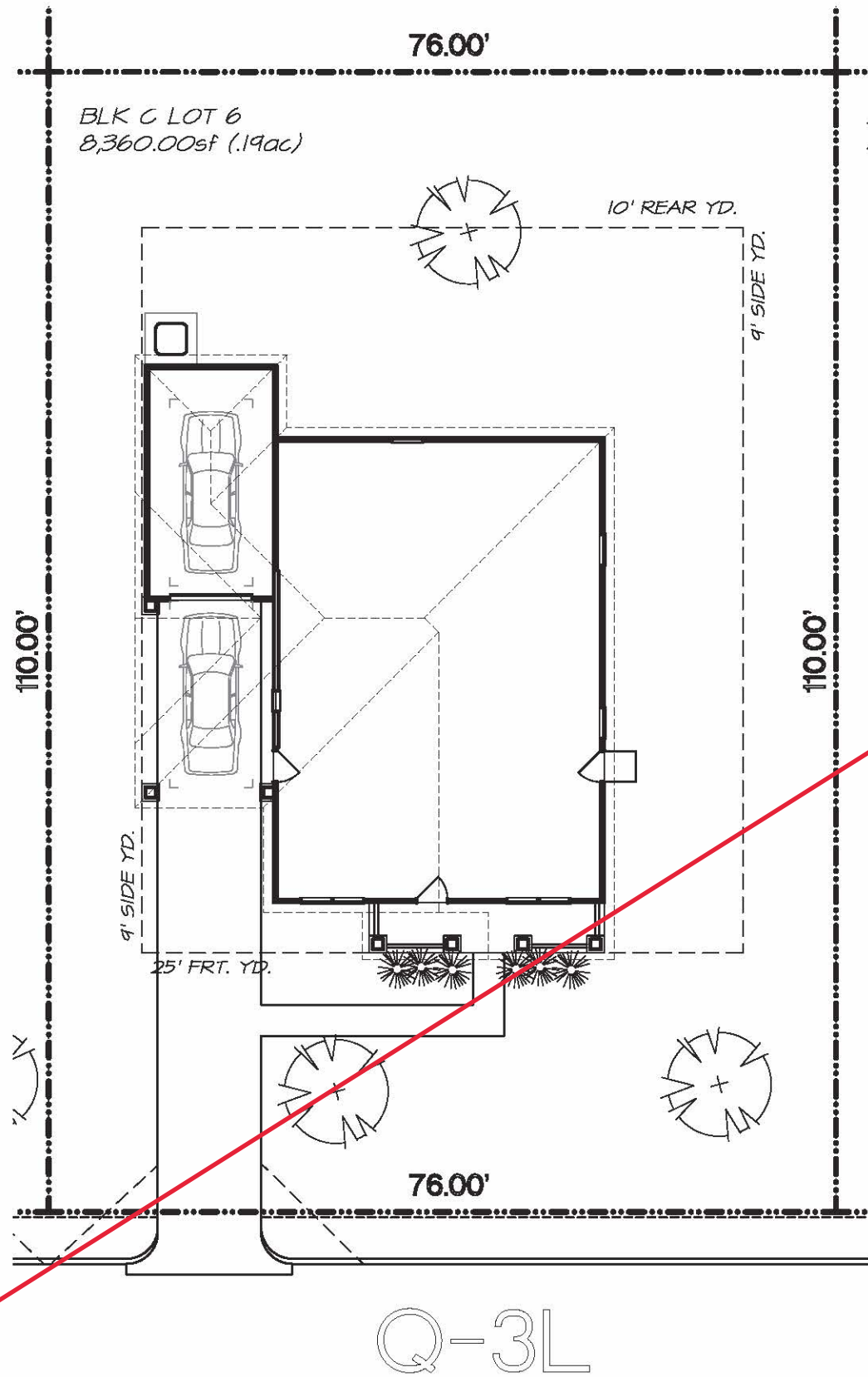
INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN T-3L

GARAGE



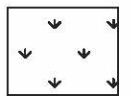
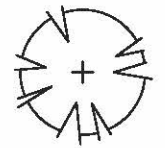

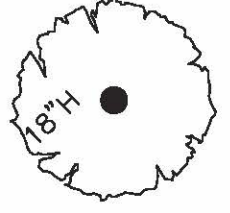

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK C, LOT 6 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76067
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: Q-3L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,821
PATIO S.F.:	111
FIRST FLOOR GROSS S.F.:	1,710
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,430
SECOND FLOOR NET:	-
TOTAL NET SQUARE FOOTAGE:	1,430
TOTAL GROSS SQUARE FOOTAGE:	1,710
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	22%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



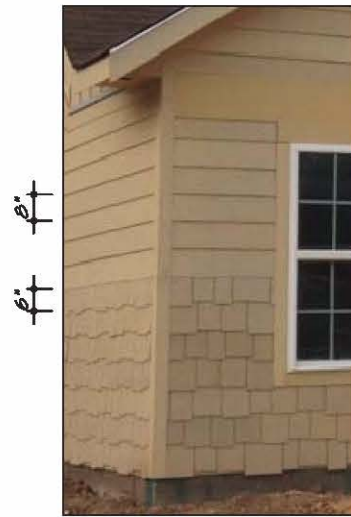
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

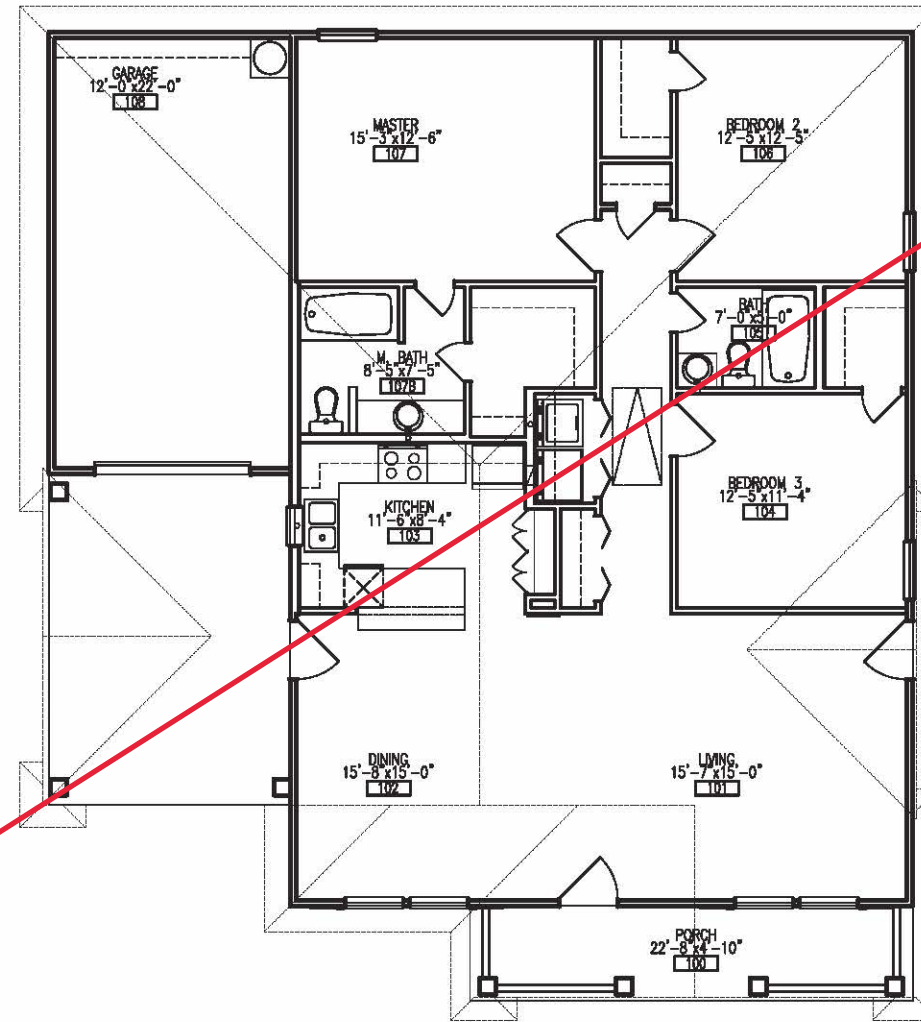


NATCHEZ GRAPE MYRTLE



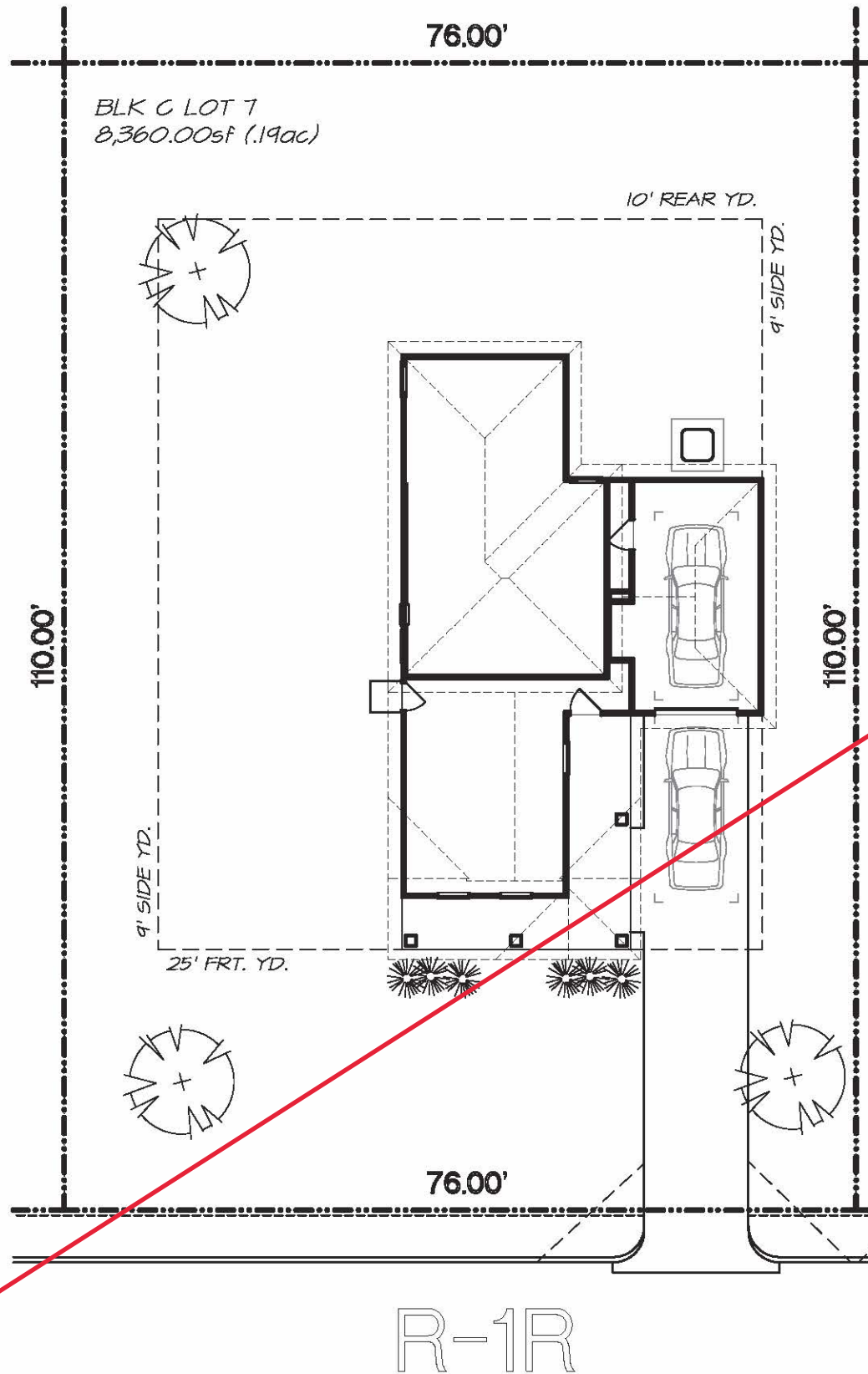
INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN Q-3L

GARAGE



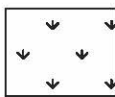
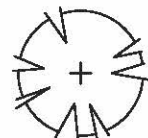

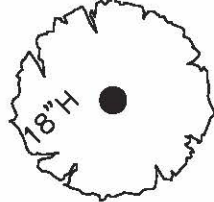

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK C, LOT 7 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: R-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,465
PATIO S.F.:	215
FIRST FLOOR GROSS S.F.:	1,250
GARAGE S.F.:	292
FIRST FLOOR NET S.F.:	958
SECOND FLOOR NET:	513
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,471
TOTAL GROSS SQUARE FOOTAGE:	1,763
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	18%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

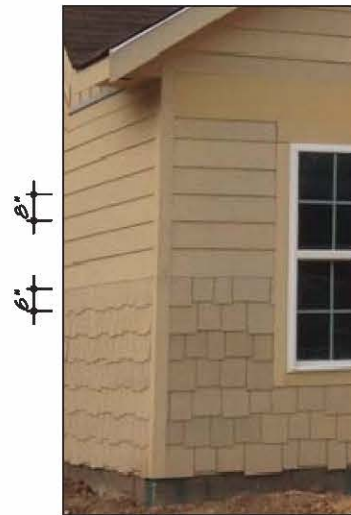
SCALE: 1/16"=1'-0"



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



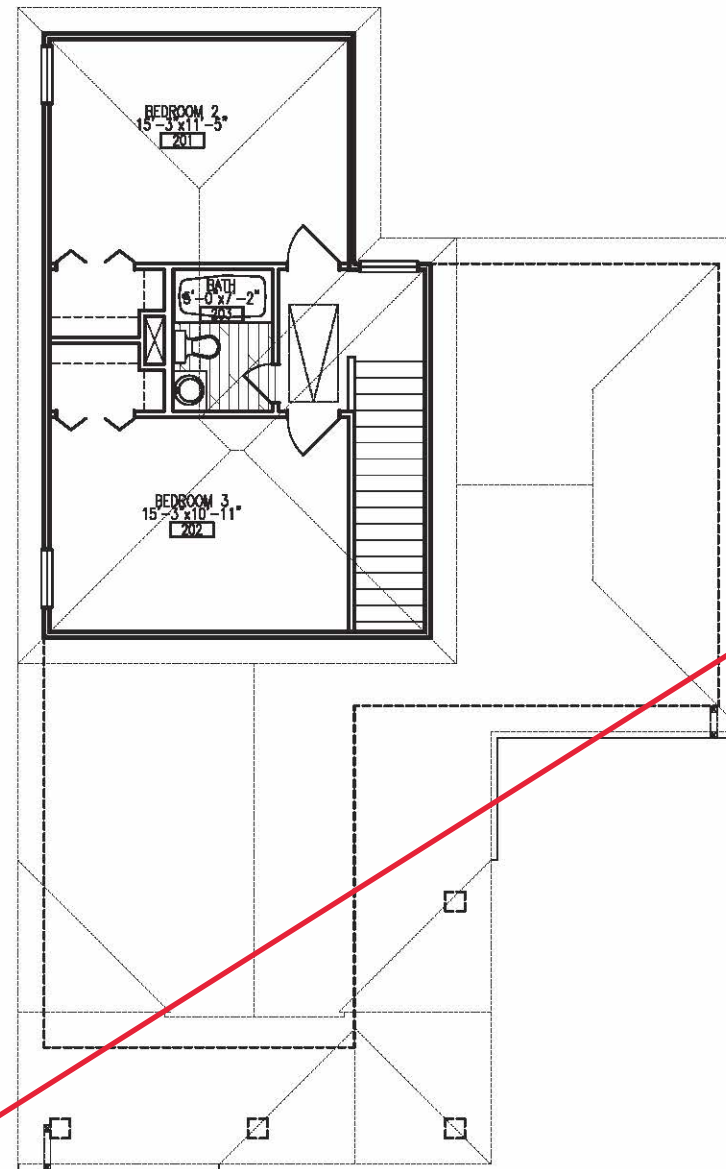
EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



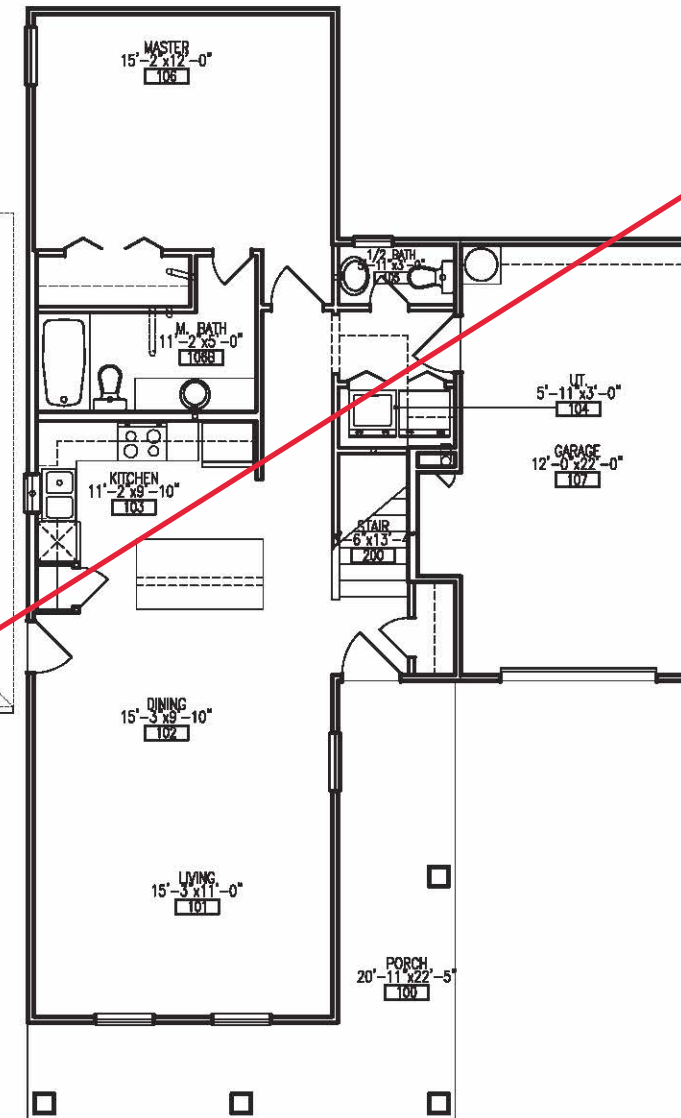
ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW



2ND FLOOR



1ST FLOOR

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS



NATCHEZ GRAPE MYRTLE



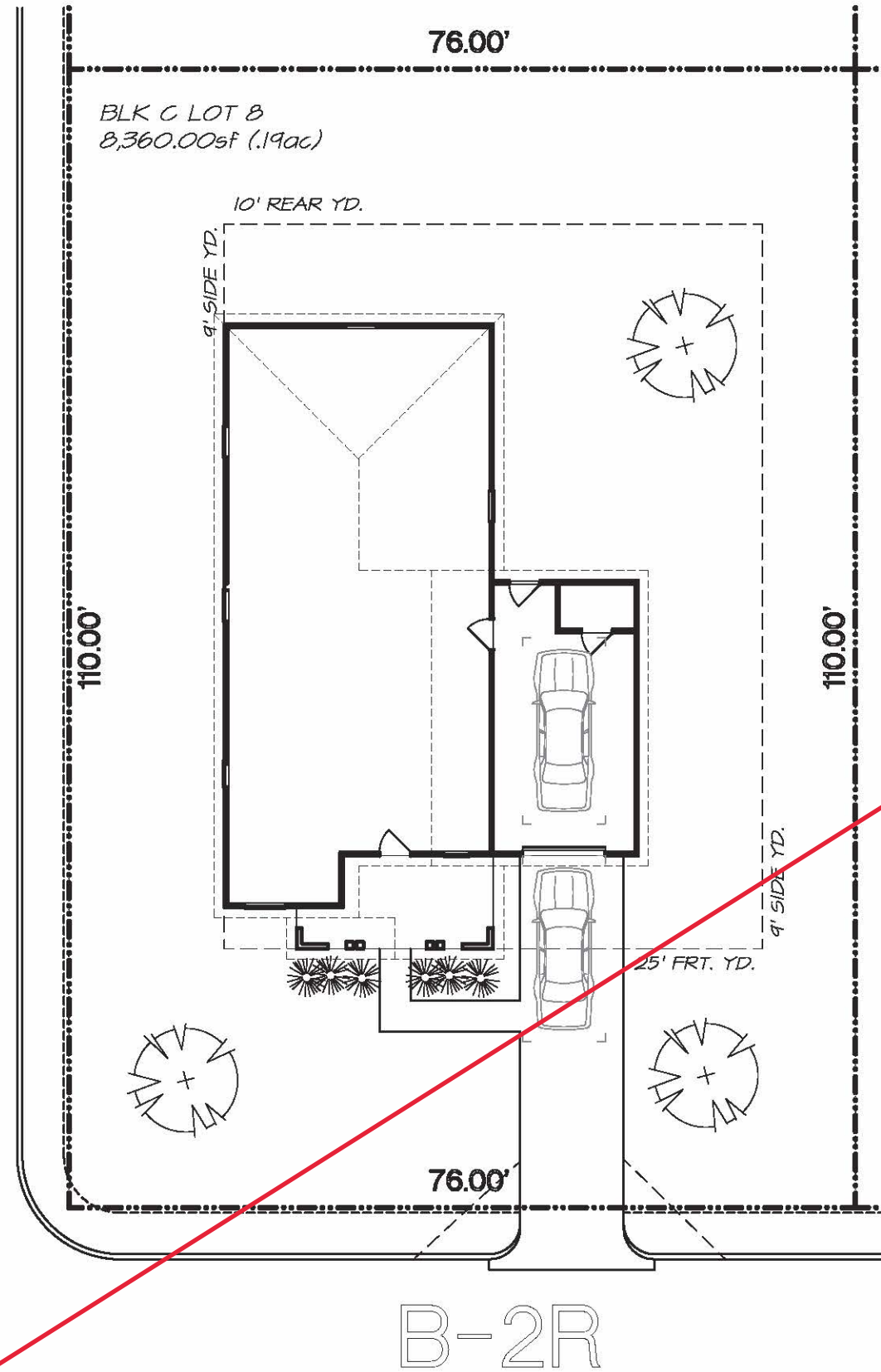
INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN R-1R

GARAGE



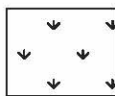
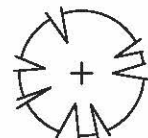

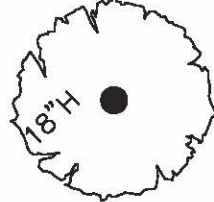

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK C, LOT B PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: B-2R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,885
PORCH S.F.:	93
FIRST FLOOR GROSS S.F.:	1,392
GARAGE S.F.:	400
FIRST FLOOR NET S.F.:	1,338
SECOND FLOOR NET:	-
TOTAL NET AREA	1,338
TOTAL GROSS (APPRAISED) AREA	1,392
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	23%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

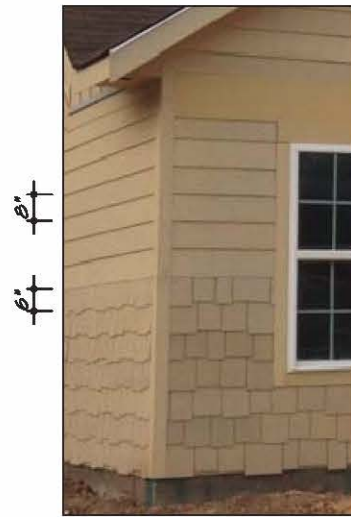
SCALE: 1/16"=1'-0"



CEMENTITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



CEMENTITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

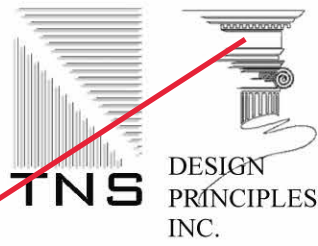
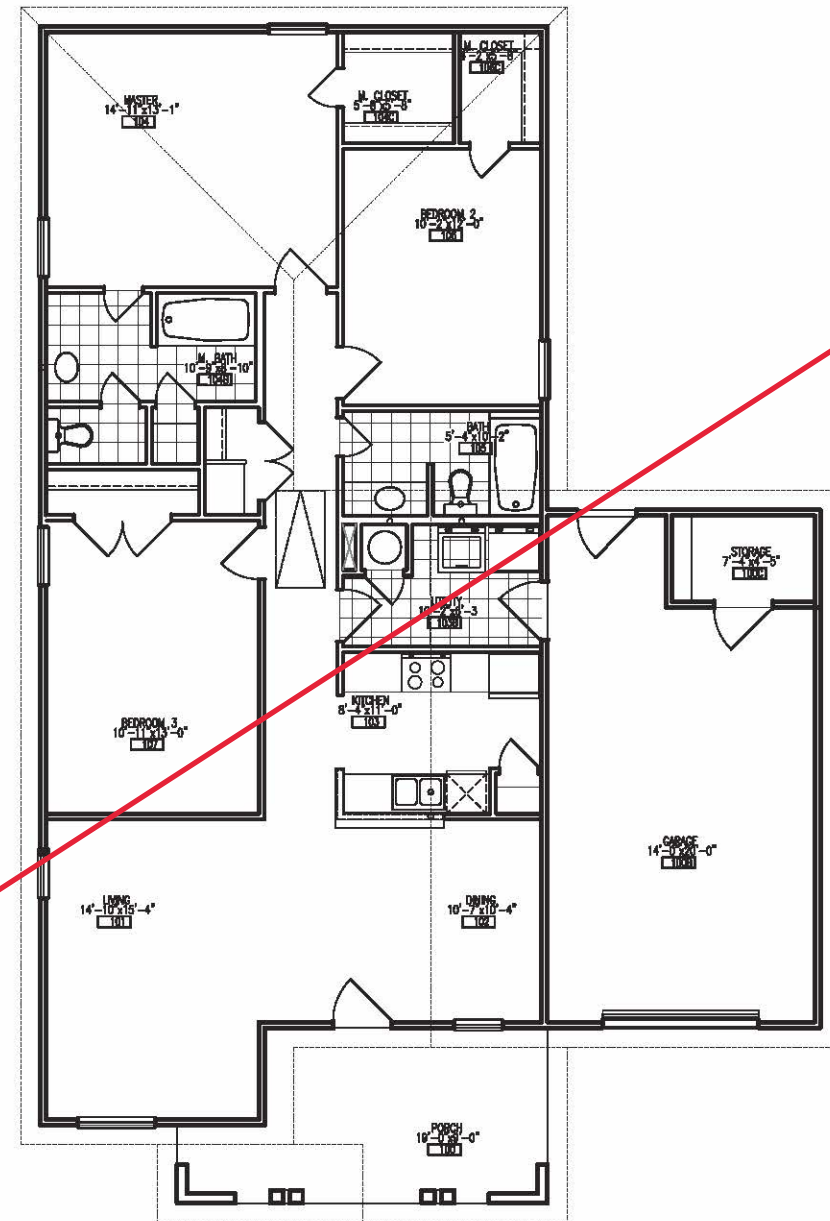


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

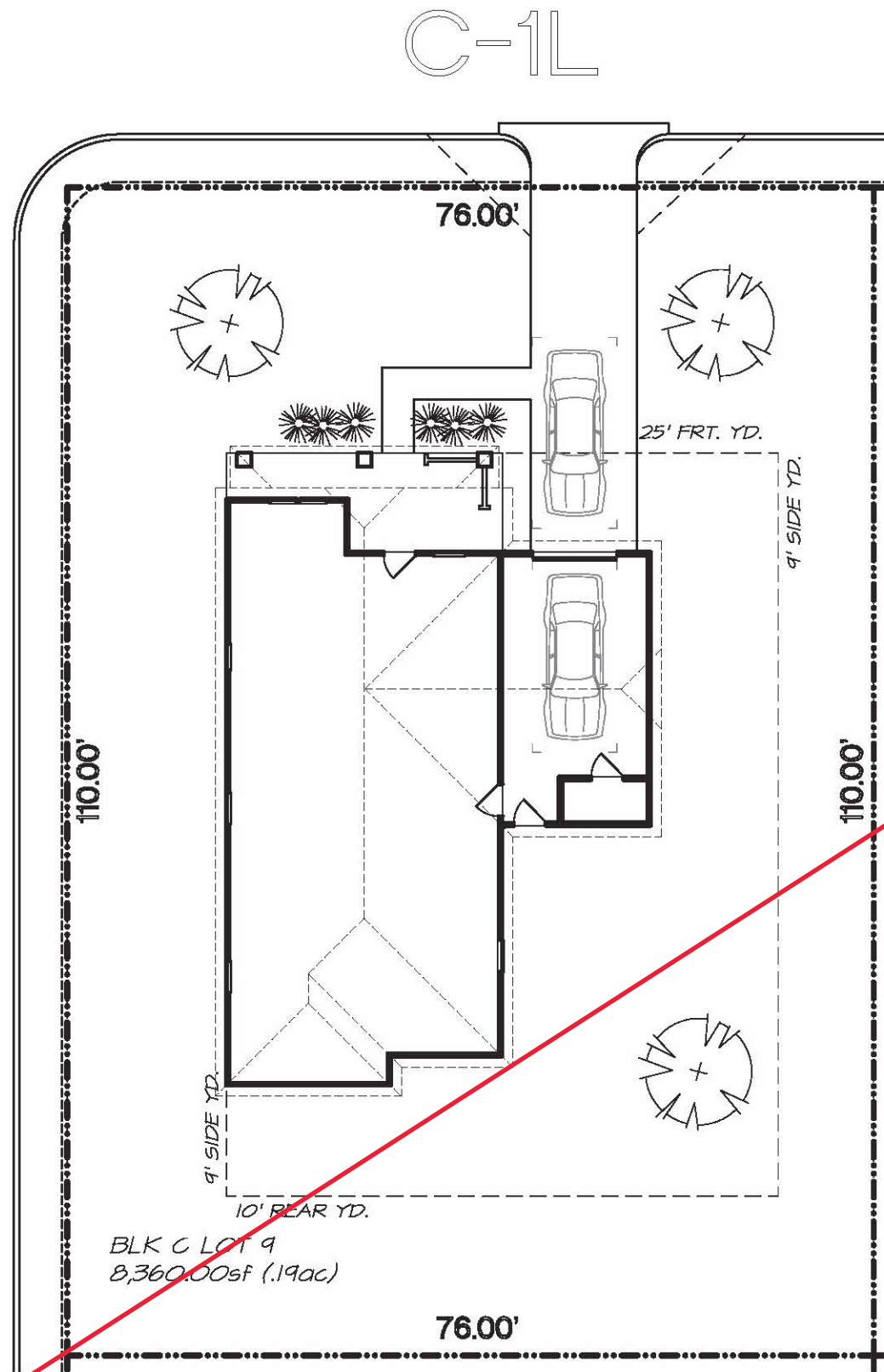
PLANTINGS



PLAN B-2R

GARAGE

**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



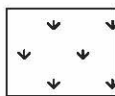
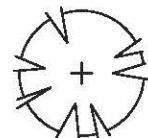

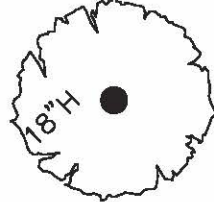

SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK C, LOT 9 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: C-1L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,846
PORCH S.F.:	145
FIRST FLOOR GROSS S.F.:	1,393
GARAGE S.F.:	361
FIRST FLOOR NET S.F.:	1,338
SECOND FLOOR NET:	-
TOTAL NET AREA	1,338
TOTAL GROSS (APPRAISED) AREA	1,393
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	22%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

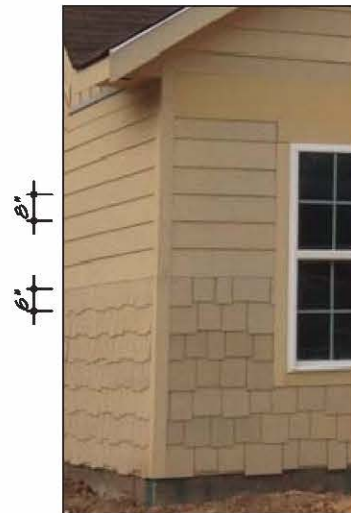
SCALE: 1/16"=1'-0"



CEMENTITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



CEMENTITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



6"
6"

MATERIAL COMPOSITION:

- P1** PAINT - 100%
- SIDE** SIDING - 100%
- STN1** STONE - N/A
- BRK** BRICK - N/A
- RF-1** GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

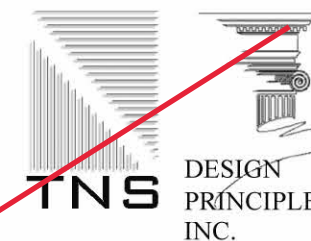
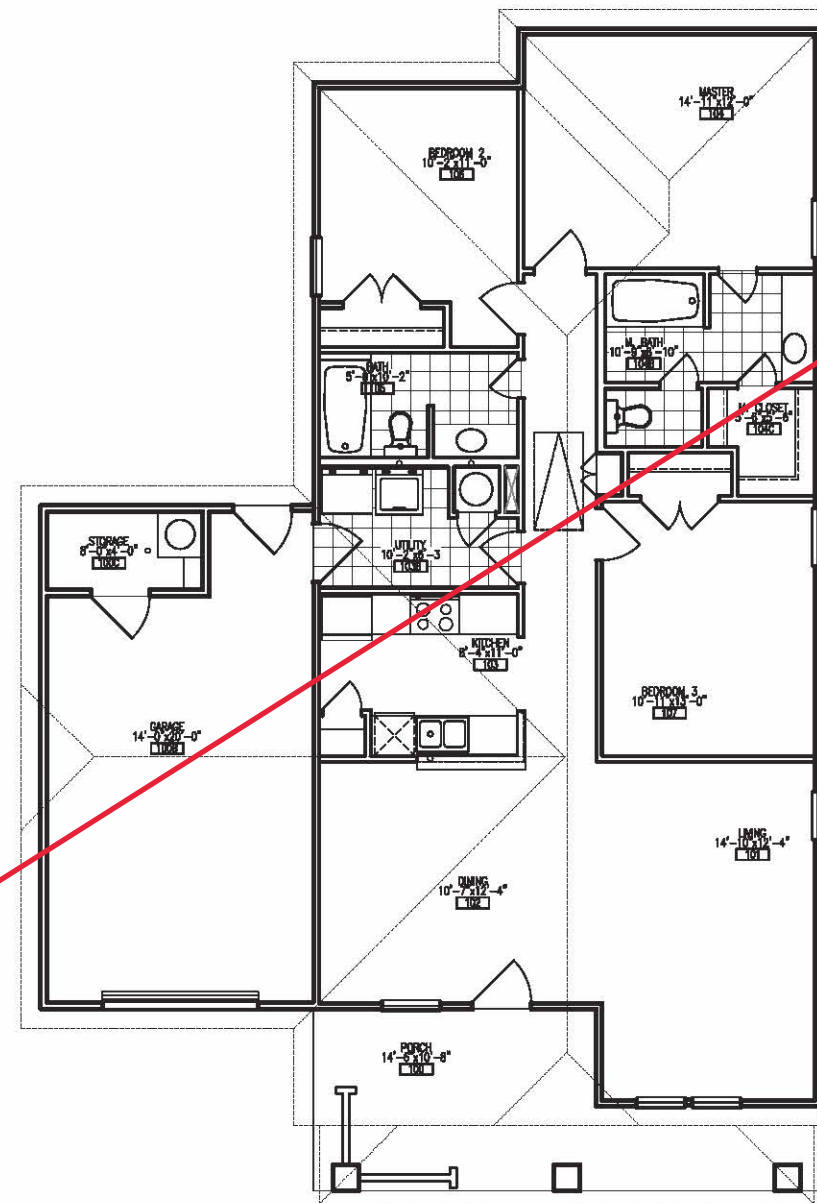


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN B-2R

GARAGE

**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION

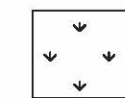
SITE INFORMATION

ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK C, LOT 10 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: V-2L
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

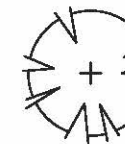
AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,538
PATIO S.F.:	203
FIRST FLOOR GROSS S.F.:	1,335
GARAGE S.F.:	302
FIRST FLOOR NET S.F.:	1,033
SECOND FLOOR NET:	515
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,548
TOTAL GROSS SQUARE FOOTAGE:	1,850
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	18%

LEGEND



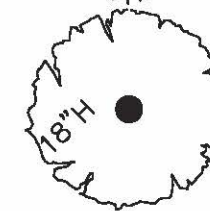
ST. AUGUSTINE GRASS:
 GENUS: STENOTAPHRUM
 SECUNDATUM.



NEW 3-6 CALIPER TREES AS
 SELECTED BY OWNER



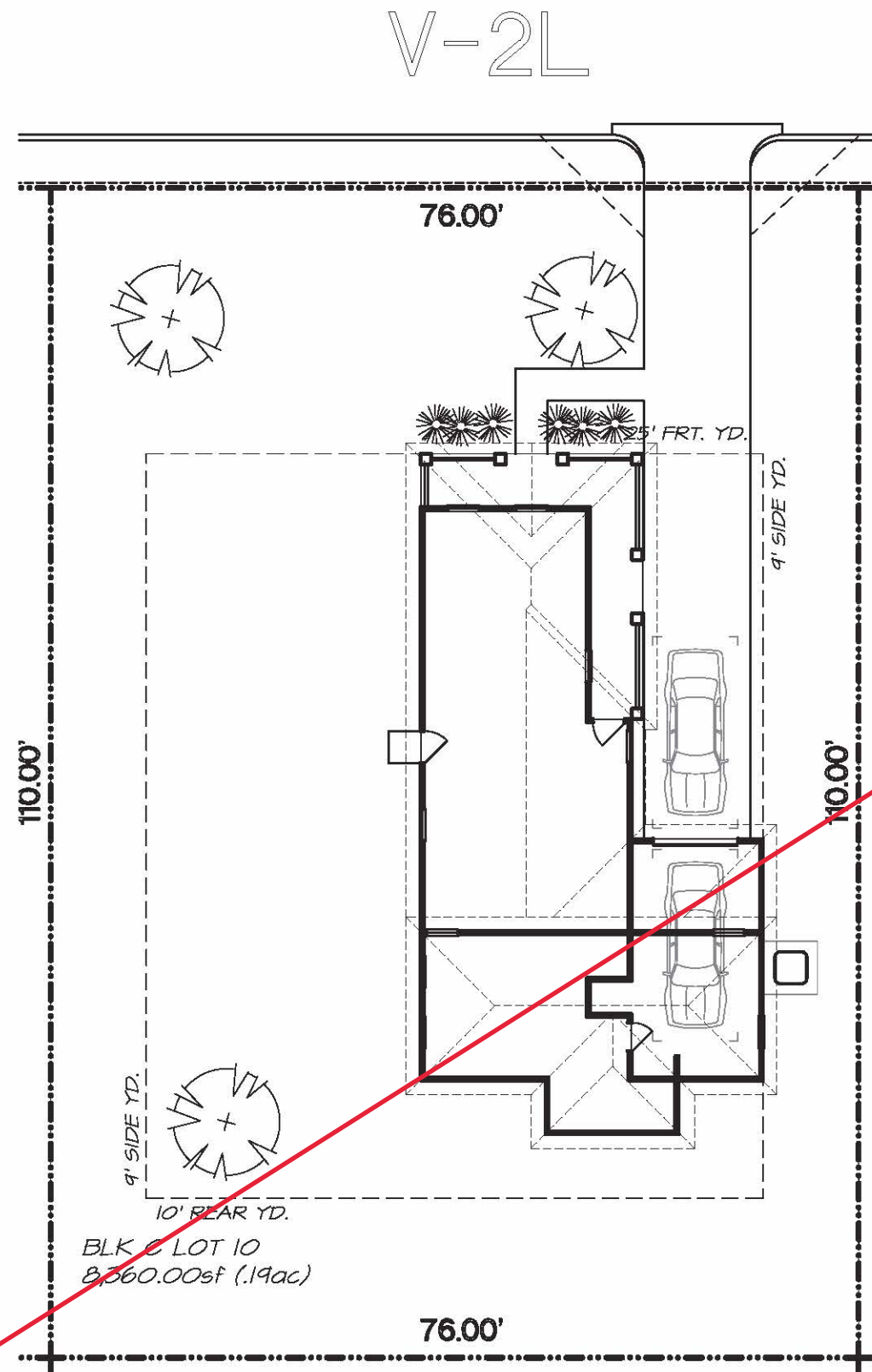
NEW SHRUB LANDSCAPING AS
 SELECTED BY OWNER



EXISTING LARGE CALIPER
 TREES TO REMAIN.



EXISTING LARGE CALIPER
 TREES TO BE REMOVED.



01 PROPOSED SITE PLAN

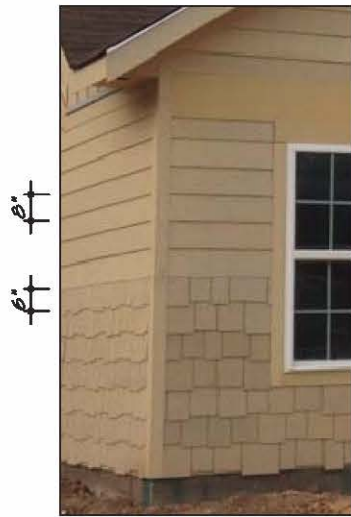
SCALE: 1/16"=1'-0"



GEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



GEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

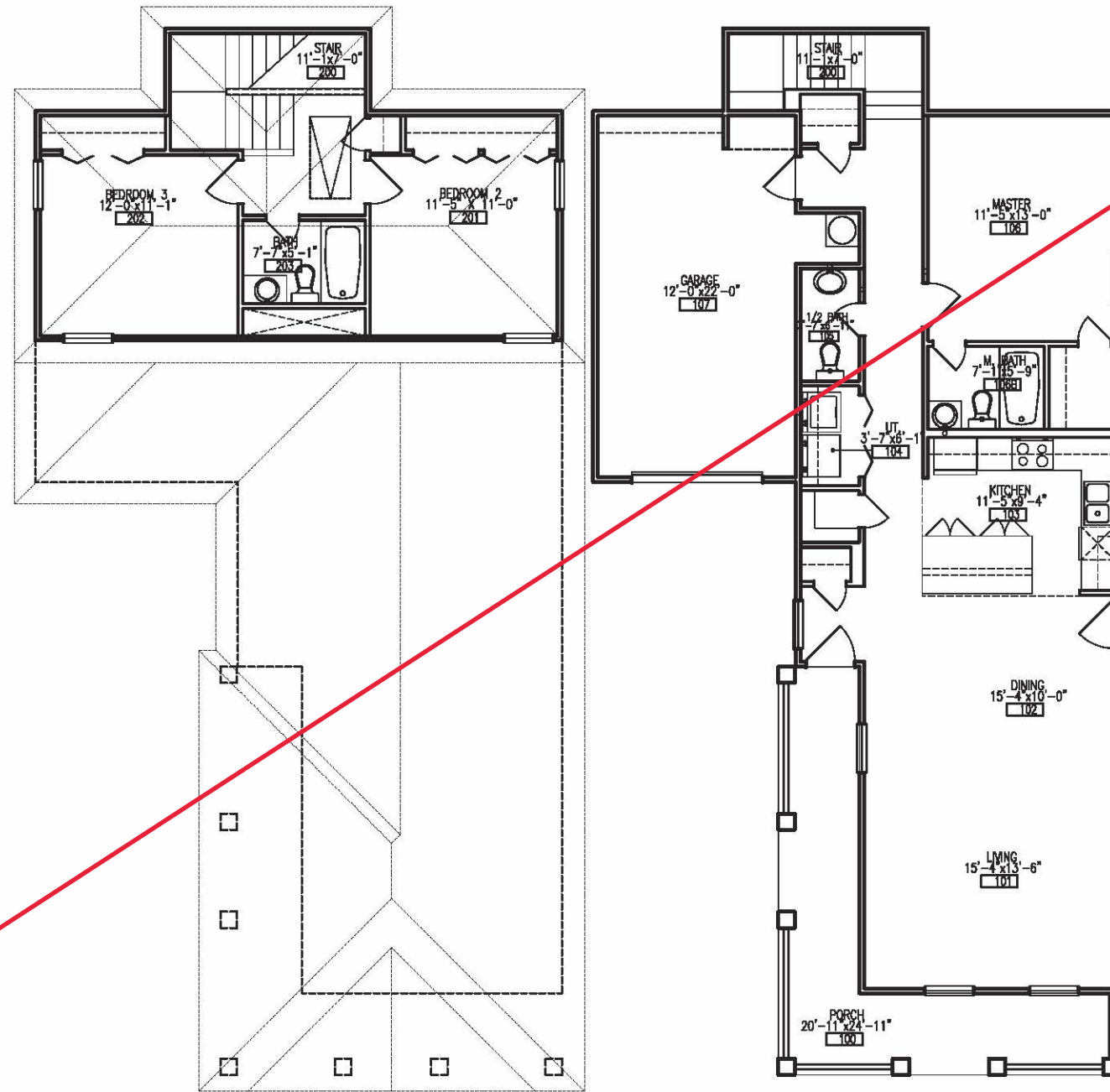


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



2ND FLOOR

1ST FLOOR



PLAN V-2L

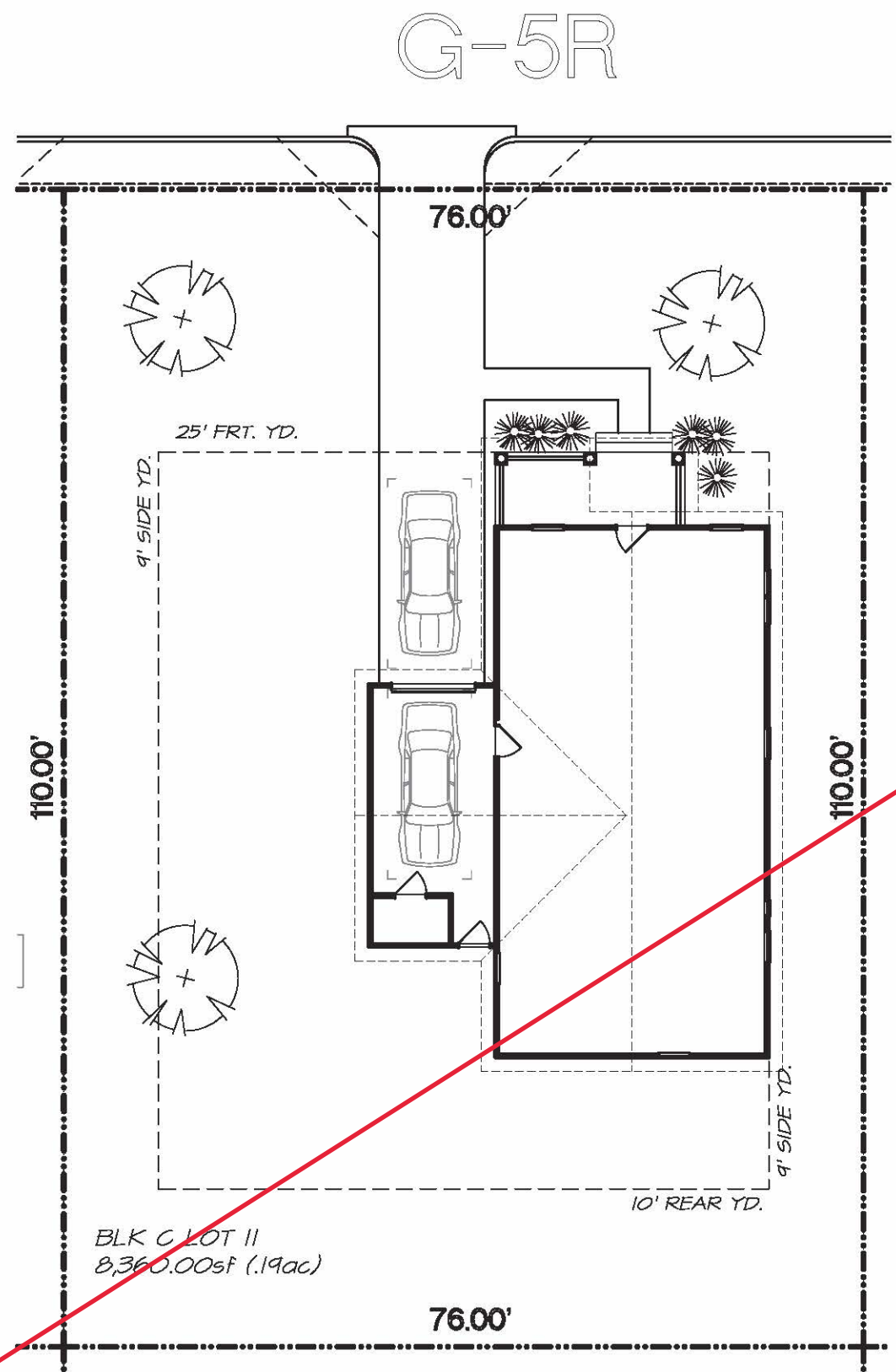
GARAGE

SITE INFORMATION

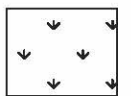
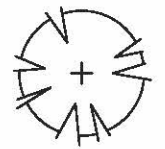

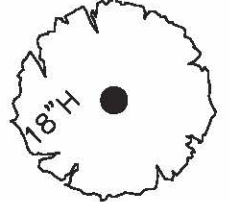

ZONING: R-1
 LEGAL DESCRIPTION: 510400 HI VUE, BLOCK C, LOT II PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: G-5R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1,750
PATIO S.F.:	137
FIRST FLOOR GROSS S.F.:	1,613
CARPORT S.F.:	300
FIRST FLOOR NET S.F.:	1,313
SECOND FLOOR NET:	-
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,313
TOTAL GROSS SQUARE FOOTAGE:	1,613
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	21%



LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



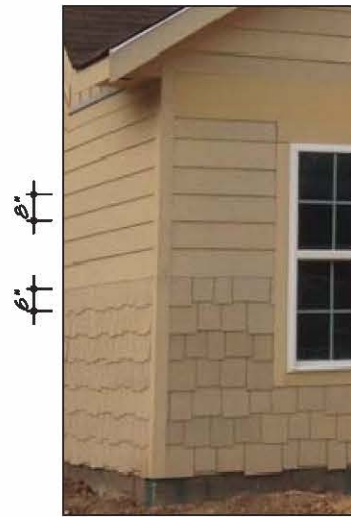
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



GEMETITIOUS SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



GEMETITIOUS LAP SIDING - CEDARMILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



ft
ft

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS

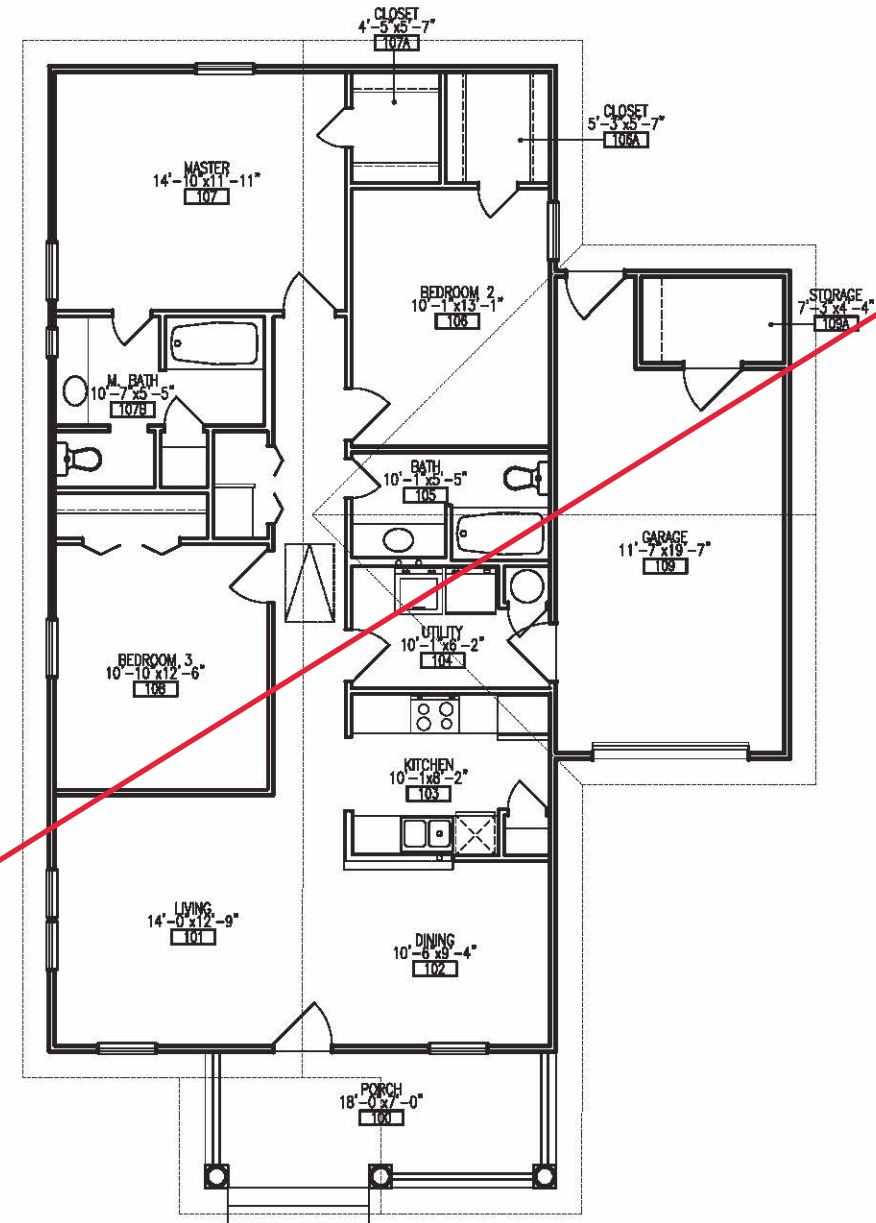


NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

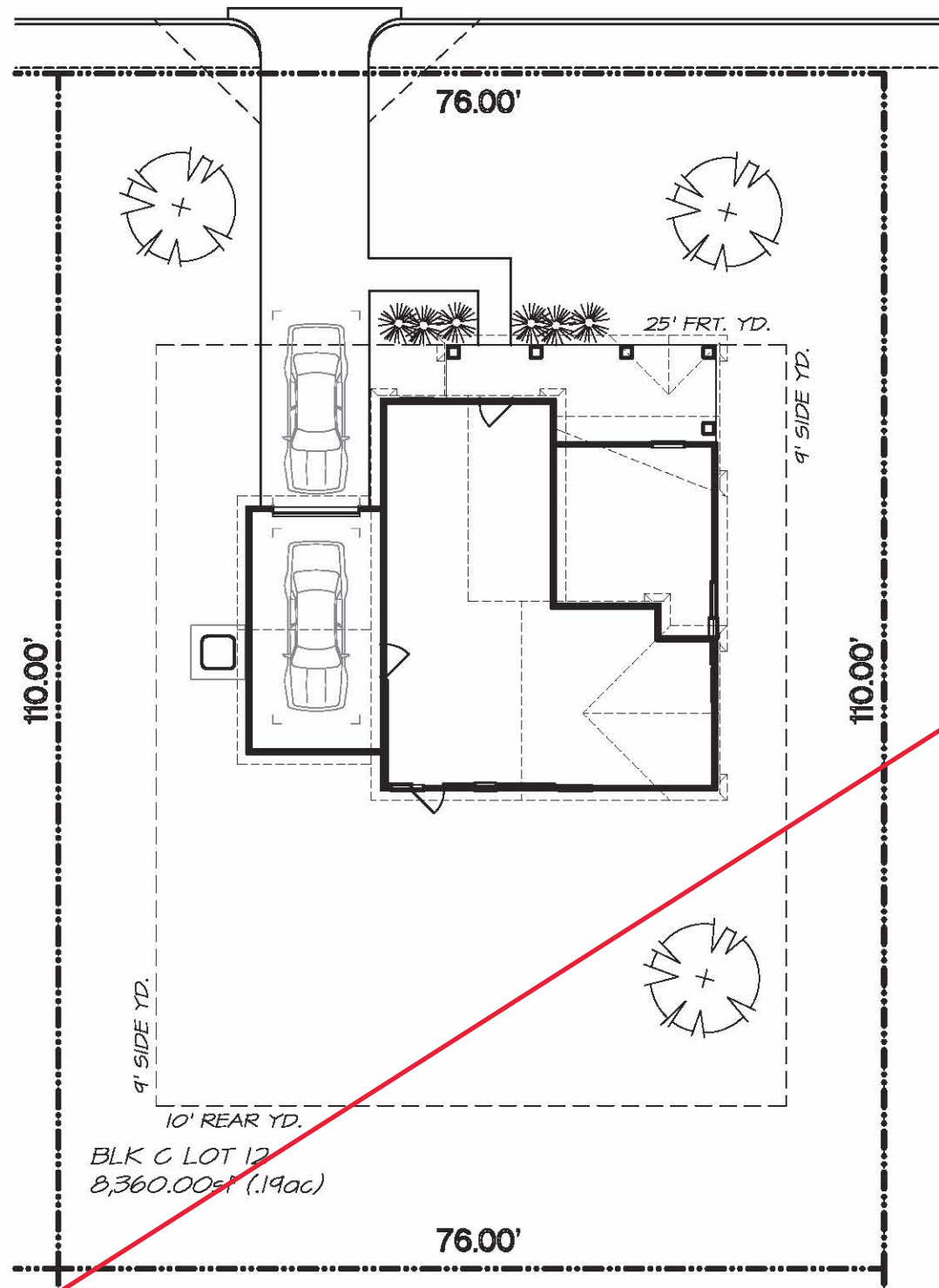
PLANTINGS



PLAN G-5R

GARAGE

T-1R



BLK C LOT 12
8,360.00sf (.19ac)

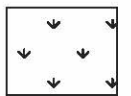
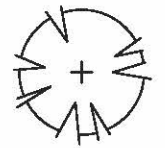

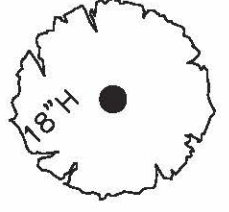

SITE INFORMATION

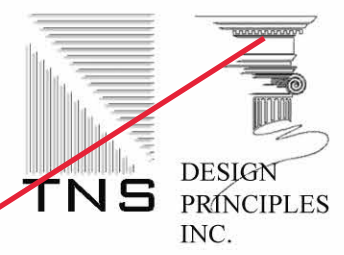
ZONING: R-1
 LEGAL DESCRIPTION: 510900 HI VUE, BLOCK C, LOT 12 PROP. ID: 12038
 ADDRESS: WILHITE DRIVE ROCKDALE, TEXAS 76567
 OCCUPANCY: R-5 SINGLE-FAMILY
 BLDG TYPE: TYPE-V
 PLAN DESIGNATION: T-1R
 PARKING SPACES: (2) REQUIRED, (2) PROVIDED

AREA CALCULATIONS:

BUILDING FOOTPRINT:	1510
PATIO S.F.:	183
FIRST FLOOR GROSS S.F.:	1327
GARAGE S.F.:	281
FIRST FLOOR NET S.F.:	1,046
SECOND FLOOR NET:	452
<hr/>	
TOTAL NET SQUARE FOOTAGE:	1,498
TOTAL GROSS SQUARE FOOTAGE:	1,719
<hr/>	
MAXIMUM ALLOWABLE COVERAGE:	40%
EXISTING LAND AREA:	8,360.00sf (.19ac)
NEW BLDG COVERAGE:	18%

LEGEND

-  ST. AUGUSTINE GRASS:
GENUS: STENOTAPHRUM
SECUNDATUM.
-  NEW 3-6 CALIPER TREES AS
SELECTED BY OWNER
-  NEW SHRUB LANDSCAPING AS
SELECTED BY OWNER
-  EXISTING LARGE CALIPER
TREES TO REMAIN.
-  EXISTING LARGE CALIPER
TREES TO BE REMOVED.



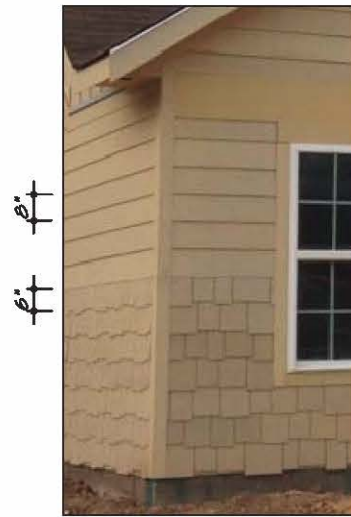
**NOT INTENDED FOR REGULATORY REVIEW, PERMITTING, OR CONSTRUCTION



EMERALD SHINGLE - STAGGERED EDGE
6" MIN. TALL SIDING EXPOSURE
Thickness: 1/4" Height: 1.9 lbs./sq. ft.
Size: 48" x 15.875" panels



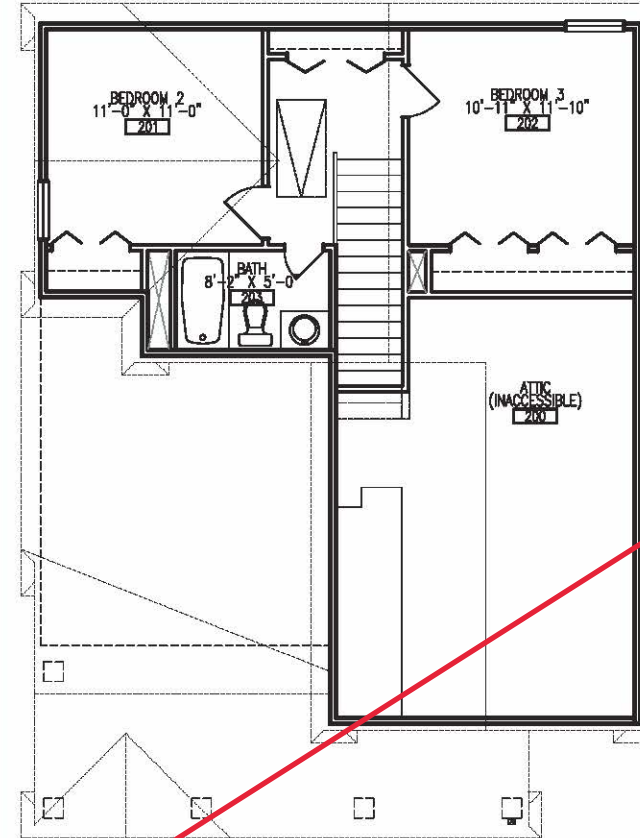
EMERALD LAP SIDING - CEDAR MILL
8" TALL SIDING EXPOSURE
Actual Width: 9.25" Thickness: 5/16"
Height: 2.3 lbs./sq. ft. Length: 12' planks



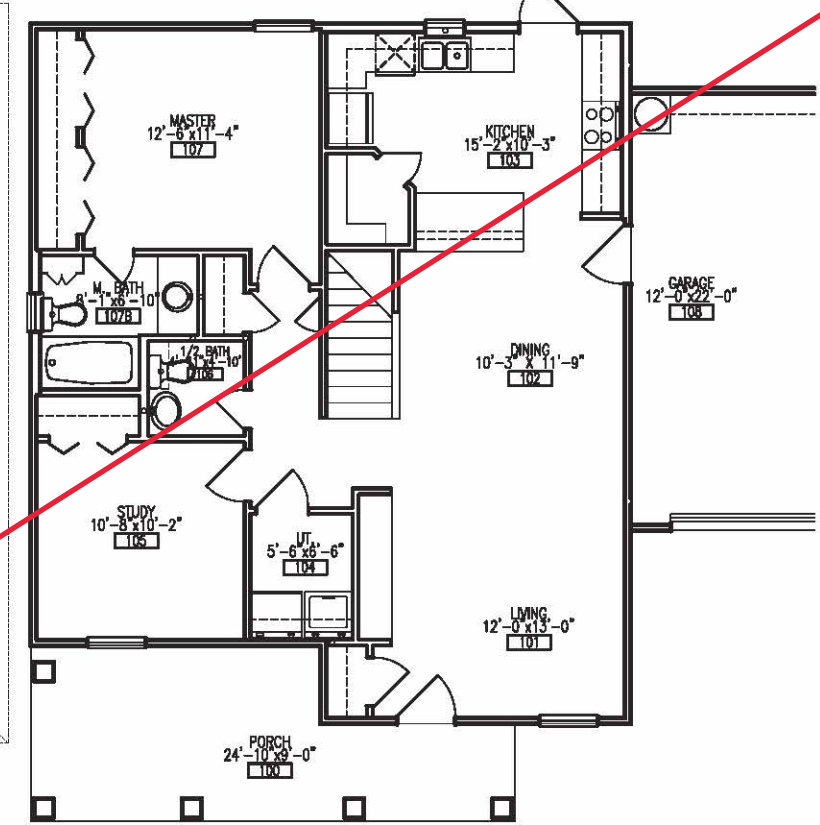
6"
8"

MATERIAL COMPOSITION:

- P1 PAINT - 100%
- SIDE SIDING - 100%
- STN1 STONE - N/A
- BRK BRICK - N/A
- RF-1 GAF - TIMBERLINE NATURAL SHADOW



2ND FLOOR



1ST FLOOR

SIDING (RE: ELEV FOR LOCATION + COLOR)



COMPOSITION SHINGLE NATURAL SHADOW

ROOFING



VINYL - COLOR: ALMOND

WINDOWS



NATCHEZ GRAPE MYRTLE



INDIAN HAWTHORNE (PINKIE)

PLANTINGS



PLAN T-1R

GARAGE

SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

Specifications and Amenities (check all that apply)

Building Configuration (Check all that apply):	<input checked="" type="checkbox"/> Single Family Construction	<input type="checkbox"/> SRO	<input type="checkbox"/> Transitional (per §42(j)(3)(B))	<input type="checkbox"/> Duplex
	<input checked="" type="checkbox"/> Scattered Site	<input type="checkbox"/> Fourplex	<input type="checkbox"/> > 4 Units Per Building	<input type="checkbox"/> Townhome
Development will have:	<input type="checkbox"/> Fire Sprinklers	<input type="checkbox"/> Elevators	<input type="checkbox"/> # of Elevators	<input type="checkbox"/> Wt. Capacity
Number of Parking Spaces (consistent with Architectural Drawings):	Free	Paid	Free	Paid
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Shed or Flat Roof Carport Spaces		Detached Garage Spaces	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Attached Garage Spaces		Uncovered Spaces		
<input type="checkbox"/>	<input type="checkbox"/>	Structured Parking Garage Spaces		
Floor Composition/Wall Height:	<input type="checkbox"/> 100% Carpet/Vinyl/Resilient Flooring	<input type="checkbox"/> 9th Ceiling Height		
	<input type="checkbox"/> % Ceramic Tile	<input type="checkbox"/> 9th Upper Floor(s) Ceiling Height (Townhome Only)		
	<input type="checkbox"/> % Other Describe: _____			

Unit Type				Number of Units Per Building										Total # of Residential Buildings	Total # of Units	Total Sq Ft for Unit Type		
Unit Label	# of Bed-rooms	# of Baths	Sq. Ft. Per Unit	D-3L	Q-1R													
D-3L	3	2.5	1,451	1	0												19	27,569
Q-1R	3	2	1,430	0	1	0											11	15,730
Totals				19	11	-	-	-	-	-	-	-	-	-	-	-	30	43,299

Net Rentable Square Footage from Rent Schedule 43,299

Supportive Housing Applicants Only

<input type="text" value="0"/>	Enter the total development common area from the architect's plans: Ensure that this number matches your architectural drawings.	<input type="text"/>
<input type="text"/>	The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:	<input type="text" value="1,500"/>
<input type="text"/>	The lesser of these two numbers added to NRA: Use this number to figure points under 11.9(e)(2)	<input type="text" value="43,299"/>
If a revised form is submitted, date of submission: <input type="text"/>		

Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

- (1) Distributed throughout the Unit types **AND** the Development; and
- (2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

Mobility	Total Units	Required %	Calculated Units	Units Required	Units Proposed
Unit Description	30	5%	1.5	2	2
D-3L	19	5%	0.95	1	1
Q-1R	11	5%	0.55	1	1
C		5%	0	0	
D		5%	0	0	
E		5%	0	0	
	30		1.5	2	2

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

EXAMPLE:

Unit Description	Total Units	Required %	Calculated Units	Units Required	Units Proposed
	68	5%	3.4	4	4
1/1 (874sqft & 806	28	5%	1.4	1.4	1
2/2 (950 sqft & 100	36	5%	1.8	1.8	2
3/2 (1120 sqft & 11	4	5%	0.2	1	1
D		5%	0	0	
E		5%	0	0	
	68		3.4	4.2	4

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: _____
Signature

Printed Name

Date

Firm Name (If applicable)

Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

- (1) Distributed throughout the Unit types AND the Development; and
- (2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

Hearing/Visual	Total Units	Required %	Calculated Units	Units Required (Rounded)	Units Proposed
Unit Description	30	2%	0.6	1	2
D-3L	19	2%	0.38	1	1
Q-1R	11	2%	0.22	1	1
		2%	0	0	
		2%	0	0	
		2%	0	0	
	30		0.6	2	2

***NOTE:** If total is more than what is required, Applicant will select which to include under "Units Proposed"

EXAMPLE

Hearing/Visual	Total Units	Required %	Calculated Units	Units Required (Rounded)	Units Proposed
Unit Description	68	2%	1.36	2	2
1/1	28	2%	0.56	1	1
2/2	36	2%	0.72	1	1
3/3	4	2%	0.08	1	
D		2%	0	0	
E		2%	0	0	
	68		1.36	3	2

***NOTE:** Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: _____
Signature

Printed Name

Date

Firm Name (If applicable)

Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

[-https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.r](https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.r)

[-https://www.huduser.gov/publications/pdf/fairhousing/](https://www.huduser.gov/publications/pdf/fairhousing/)

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

enter the total number of parking spaces

enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)

make sure the totals match!

Total # of Spaces:	60	Percentage of Total
Surface lot	0	0
Garage	30	0.5
Uncovered port	30	0.5
		0
		0
	60	100

EXAMPLE*

Total # of Spaces:	450	Percentage of Total
Surface lot	300	0.666666667
Carports	100	0.222222222
Garages	50	0.111111111
Facility 4		
Facility 5		0
	450	100

Use this chart to figure out accessible parking requirements.

chart above must be completed first

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

# Accessible Spaces:	10	Distribution	Van Spaces
Surface lot	0	0	0
Garage	5	5	30
Uncovered port	5	5	30
	0	0	
	0	0	
Total	10	10	60

EXAMPLE*

# Accessible Spaces:	16	Distribution	Van Spaces
Surface lot	10.666667	10	1
Carports	3.555556	4	1
Garages	1.777778	2	1
Facility 4	0	0	0
Facility 5	0	0	0
Total	16	16	3

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible spot per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By: _____
Signature

Printed Name

Date

Firm Name (If applicable)

Rent Schedule (Continued)

		% of LI	% of Total	
HOUSING TAX CREDITS	TC30%			0
	TC40%			0
	TC50%			0
	TC60%			0
	HTC LI Total			0
	EO			0
	MR			0
	MR Total			0
	Total Units			0
MORTGAGE REVENUE BOND	MRB30%			0
	MRB40%			0
	MRB50%			0
	MRB60%			0
	MRB LI Total			0
	MRBMR			0
	MRBMR Total			0
	MRB Total			0

		% of LI	% of Total	
NATIONAL HOUSING TRUST FUND	HTF30%			0
	HTF40%			0
	HTF50%			0
	HTF60%			0
	HTF80%			0
	HTF LI Total			0
	MR			0
	MR Total			0
	HTF Total			0
	DIRECT LOAN	30%	30%	30%
LH/50%				0
HH/60%		70%	70%	21
HH/80%				0
Direct Loan LI Total				30
EO				0
MR				0
MR Total			0	
Direct Loan Total			30	
OTHER	Total OT Units			0

	0			0
BEDROOMS	1			0
	2			0
	3			30
	4			0
	5			0

ACQUISITION + HARD		DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Cost Per Sq Ft	\$ 49.18	
HARD		
Cost Per Sq Ft	\$ 49.18	
BUILDING		
Cost Per Sq Ft	\$ 39.85	

Rent Schedule (Continued)

		% of LI	% of Total	
HOUSING TAX CREDITS	TC30%			0
	TC40%			0
	TC50%			0
	TC60%			0
	HTC LI Total			0
	EO			0
	MR			0
	MR Total			0
	Total Units			0
	MORTGAGE REVENUE BOND	MRB30%		
MRB40%				0
MRB50%				0
MRB60%				0
MRB LI Total				0
MRBMR				0
MRBMR Total				0
MRB Total				0

		% of LI	% of Total	
NATIONAL HOUSING TRUST FUND	HTF30%			0
	HTF40%			0
	HTF50%			0
	HTF60%			0
	HTF80%			0
	HTF LI Total			0
	MR			0
	MR Total			0
	HTF Total			0
	DIRECT LOAN	30%	30%	30%
LH/50%		10%	10%	3
HH/60%		60%	60%	18
HH/80%				0
Direct Loan LI Total				30
EO				0
MR				0
MR Total				0
Direct Loan Total			30	
OTHER			Total OT Units	0

	0			0
BEDROOMS	1			0
	2			0
	3			30
	4			0
	5			0

ACQUISITION + HARD		DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost
Cost Per Sq Ft	\$ 67.19	
HARD		Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Cost Per Sq Ft	\$ 67.19	
BUILDING		
Cost Per Sq Ft	\$ 51.13	

Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the "Utility Allowance" estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

Utility	Who Pays	Energy Source	0BR	1BR	2BR	3BR	4BR	Source of Utility Allowance & Effective Date
Heating	Tenant	Electric				\$ 33		HUD 9/921/17
Cooking	Tenant	Electric				\$ 6.8		HUD 9/921/17
Other Electric	Tenant					\$ 35		HUD 9/921/17
Air Conditioning	Tenant	Electric				\$ 17		HUD 9/921/17
Water Heater	Tenant	Electric				\$ 16		HUD 9/921/17
Water	Tenant					\$ 100		HUD 9/921/17
Sewer	Landlord					\$ 109		HUD 9/921/17
Trash	Landlord					\$ 14		HUD 9/921/17
Flat Fee								
Other								
Total Paid by Tenant			\$ -	\$ -	\$ -	\$ 209	\$ -	



Other (Describe)

If a revised form is submitted, date of submission:

--

Utility Allowances [§10.614]

Applicant must attach to this form as documentation to support the "Utility Allowance" estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614. This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

Utility	Who Pays	Energy Source	0BR	1BR	2BR	3BR	4BR	Source of Utility Allowance & Effective Date
Heating	Tenant	Electric				\$ 33		TDHCA 10/29/18
Cooking	Tenant	Electric				\$ 8.6		TDHCA 10/29/18
Other Electric	Tenant					\$ 45		TDHCA 10/29/18
Air Conditioning	Tenant	Electric				\$ 22		TDHCA 10/29/18
Water Heater	Tenant	Electric				\$ 21		TDHCA 10/29/18
Water	Tenant					\$ 100		TDHCA 10/29/18
Sewer	Landlord					\$ 110		TDHCA 10/29/18
Trash	Landlord					\$ 14		TDHCA 10/29/18
Flat Fee								
Other	Tenant					\$ 10		
Total Paid by Tenant			\$ -	\$ -	\$ -	\$ 239	\$ -	



Other (Describe)

If a revised form is submitted, date of submission:



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS

J.B. Goodwin, *Chair*
Leslie Bingham-Escareño, *Vice Chair*
Paul A. Braden, Member
Asusena Reséndiz, Member
Sharon Thomason, Member
Leo Vasquez, Member

October 29, 2018

Writer's direct phone # (512) 475-4603
Email: cody.campbell@tdhca.state.tx.us

Rick Sims
Noah Arc Community Development Corporation
Orlando, FL
rrsims90@aol.com

RE: 2018 HTC and MFDL Application – proposed site located in
Rockdale, Texas

HTC File: 18504

Dear Mr. Sims:

The Texas Department of Housing and Community Affairs (the Department) has calculated the utility allowance a proposed 2018 Housing Tax Credit (“HTC”) and Multifamily Direct Loan (“MFDL”) application, located in Rockdale, Texas using the HUD Utility Schedule Model in accordance with 10TAC §10.614(k)(4). This allowance is calculated based on the following representations:

1. That the residents are financially responsible for electricity and sewer and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS;
2. That the only building type is Single Family House; and,
3. The unit types are three bedroom.

As a reminder, HTC buildings with MFDL units are considered to be HUD Regulated buildings under Treasury Regulation §1.42-10 and, as such, the applicable utility allowance for all rent restricted Units in the building is the applicable this utility allowance calculated for the MFDL program. No other utility method described in this section can be used by HUD-regulated buildings.

Please note that, in accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated October 29, 2018. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, the Owner may elect to use the Written Local Estimate, HUD Utility Schedule Model, Energy Consumption Model, or the Agency Estimate for leasing; however, a request identifying the chosen method to establish the utility allowance must be submitted to the Department for review and approval, at minimum, 90 days prior to the commencement of leasing activities. Please see §10.614(d) for guidance.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Senior Compliance Monitor



**Allowances for
Tenant-Furnished Utilities
and Other Services**

 U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Locality		Green Discount		Unit Type			Date (mm/dd/yyyy)
Brooks Haven Supportive Housing		None		Single Family House			10/29/2018
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas						
	Bottled Gas						
	Electric Resistance	\$22.81	\$26.23	\$29.55	\$32.88	\$36.21	\$39.53
	Electric Heat Pump						
	Fuel Oil						
Cooking	Natural Gas						
	Bottled Gas						
	Electric	\$3.84	\$4.52	\$6.54	\$8.56	\$10.59	\$12.61
	Other						
Other Electric		\$21.34	\$25.10	\$34.92	\$44.74	\$54.57	\$64.39
Air Conditioning		\$5.32	\$6.25	\$14.07	\$21.89	\$29.71	\$37.53
Water Heating	Natural Gas						
	Bottled Gas						
	Electric	\$11.24	\$13.22	\$16.87	\$20.52	\$24.18	\$27.83
	Fuel Oil						
Water							
Sewer		\$39.35	\$43.34	\$69.93	\$109.82	\$149.71	\$189.60
Trash Collection							
Range/Microwave							
Refrigerator							
Other - specify							
Total		\$103.89	\$118.66	\$171.89	\$238.42	\$304.95	\$371.48
Total Allowance (Rounded Up)		\$104.00	\$119.00	\$172.00	\$239.00	\$305.00	\$372.00

ANNUAL OPERATING EXPENSES

General & Administrative Expenses				
Accounting		\$	2,500	
Advertising		\$		
Legal fees		\$	1,500	
Leased equipment		\$	2,000	
Postage & office supplies		\$	500	
Telephone		\$	500	
Other	<i>describe</i>	\$		
Other	<i>describe</i>	\$		
Total General & Administrative Expenses:				\$ 7,000
Management Fee:	Percent of Effective Gross Income:	0.53%		\$ 900
Payroll, Payroll Tax & Employee Benefits				
Management		\$		
Maintenance		\$		
Other	<i>describe</i>	\$		
Other	<i>describe</i>	\$		
Total Payroll, Payroll Tax & Employee Benefits:				\$ -
Repairs & Maintenance				
Elevator		\$		
Exterminating		\$		
Grounds		\$	12,000	
Make-ready		\$	1,000	
Repairs		\$		
Pool		\$		
Other	<i>describe</i>	\$		
Other	<i>describe</i>	\$		
Total Repairs & Maintenance:				\$ 13,000
Utilities (Enter Only Property Paid Expense)				
Electric		\$		
Natural gas		\$		
Trash		\$		
Water/Sewer	<i>SOURCE USED FOR ESTIMATE</i>	\$	35,000	
Other	<i>describe</i>	\$		
Other	<i>describe</i>	\$		
Total Utilities:				\$ 36,000
Annual Property Insurance:	Rate per net rentable square foot:	\$	0.00	
Property Taxes:				
Published Capitalization Rate:		Source:		
Annual Property Taxes		\$		
Payments in Lieu of Taxes		\$		
Total Property Taxes:				\$ -
Reserve for Replacements:	Annual reserves per unit:	\$	\$ 300	\$ 9,000
Other Expenses				
Cable TV		\$		
Supportive Services (Staffing/Contracted Services)		\$	50,000	
TDHCA Compliance fees		\$		
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u>)		\$		
Security		\$		
Other	<i>FICA</i>	\$		
Other	<i>describe</i>	\$		
Total Other Expenses:				\$ 50,000
TOTAL ANNUAL EXPENSES		Expense per unit:	\$ 3863	\$ 115,900
		Expense to Income Ratio:	67.71%	
NET OPERATING INCOME (before debt service)				\$ 55,262
Annual Debt Service				
	<i>TDHCA</i>	\$	35,000	
		\$		
		\$		
		\$		
TOTAL ANNUAL DEBT SERVICE		Debt Coverage Ratio:	1.58	\$ 35,000
NET CASH FLOW				\$ 20,262

If a revised form is submitted, date of submission: _____

ANNUAL OPERATING EXPENSES				
General & Administrative Expenses				
Accounting		\$	2,500	
Advertising		\$		
Legal fees		\$	1,500	
Leased equipment		\$	2,000	
Postage & office supplies		\$	500	
Telephone		\$	500	
Other	describe	\$		
Other	describe	\$		
Total General & Administrative Expenses:				\$ 7,000
Management Fee:	Percent of Effective Gross Income:	0.42%		\$ 900
Payroll, Payroll Tax & Employee Benefits				
Management		\$	24,000	
Maintenance		\$	20,000	
Other	describe	\$		
Other	describe	\$		
Total Payroll, Payroll Tax & Employee Benefits:				\$ 44,000
Repairs & Maintenance				
Elevator		\$		
Exterminating		\$		
Grounds		\$	12,000	
Make-ready		\$	1,000	
Repairs		\$		
Pool		\$		
Other	describe	\$		
Other	describe	\$		
Total Repairs & Maintenance:				\$ 13,000
Utilities (Enter Only Property Paid Expense)				
Electric		\$		
Natural gas		\$		
Trash		\$		
Water/Sewer	SOURCE USED FOR ESTIMATE	\$	40,000	
Other	describe	\$		
Other	describe	\$		
Total Utilities:				\$ 40,000
Annual Property Insurance:	Rate per net rentable square foot:	\$	0.00	
Property Taxes:				
Published Capitalization Rate:	Source:			
Annual Property Taxes		\$		
Payments in Lieu of Taxes		\$		
Total Property Taxes:				\$ -
Reserve for Replacements:	Annual reserves per unit:	\$	\$ 300	\$ 9,000
Other Expenses				
Cable TV		\$		
Supportive Services (Staffing/Contracted Services)		\$	50,000	
TDHCA Compliance fees		\$		
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u>)		\$		
Security		\$		
Other	FICA	\$		
Other	describe	\$		
Total Other Expenses:				\$ 50,000
TOTAL ANNUAL EXPENSES		Expense per unit:	\$ 5463	\$ 163,900
		Expense to Income Ratio:	75.96%	
NET OPERATING INCOME (before debt service)				\$ 51,884
Annual Debt Service				
	TDHCA	\$	35,000	
		\$		
		\$		
		\$		
TOTAL ANNUAL DEBT SERVICE				\$ 35,000
		Debt Coverage Ratio:	1.48	
NET CASH FLOW				\$ 16,884

If a revised form is submitted, date of submission: 10/31/2019

ANNUAL OPERATING EXPENSES				
General & Administrative Expenses				
Accounting		\$	2,500	
Advertising		\$		
Legal fees		\$	1,500	
Leased equipment		\$	2,000	
Postage & office supplies		\$	500	
Telephone		\$	500	
Other	describe	\$		
Other	describe	\$		
Total General & Administrative Expenses:				\$ 7,000
Management Fee:	Percent of Effective Gross Income:		0.42%	\$ 900
Payroll, Payroll Tax & Employee Benefits				
Management		\$	24,000	
Maintenance		\$	20,000	
Other	describe	\$		
Other	describe	\$		
Total Payroll, Payroll Tax & Employee Benefits:				\$ 44,000
Repairs & Maintenance				
Elevator		\$		
Exterminating		\$		
Grounds		\$	12,000	
Make-ready		\$	1,000	
Repairs		\$		
Pool		\$		
Other	describe	\$		
Other	describe	\$		
Total Repairs & Maintenance:				\$ 13,000
Utilities (Enter Only Property Paid Expense)				
Electric		\$		
Natural gas		\$		
Trash		\$		
Water/Sewer	SOURCE USED FOR ESTIMATE	\$	40,000	
Other	describe	\$		
Other	describe	\$		
Total Utilities:				\$ 40,000
Annual Property Insurance:	Rate per net rentable square foot:	\$	0.00	
Property Taxes:				
Published Capitalization Rate:		Source:		
Annual Property Taxes		\$		
Payments in Lieu of Taxes		\$		
Total Property Taxes:				\$ -
Reserve for Replacements:	Annual reserves per unit:	\$	\$ 500	\$ 15,000
Other Expenses				
Cable TV		\$		
Supportive Services (Staffing/Contracted Services)		\$	50,000	
TDHCA Compliance fees		\$		
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u>)		\$		
Security		\$		
Other	FICA	\$		
Other	describe	\$		
Total Other Expenses:				\$ 50,000
TOTAL ANNUAL EXPENSES		Expense per unit:	\$ 5663	\$ 169,900
		Expense to Income Ratio:	78.74%	
NET OPERATING INCOME (before debt service)				\$ 45,884
Annual Debt Service				
	HAC	\$	29,328	
		\$		
		\$		
		\$		
TOTAL ANNUAL DEBT SERVICE				\$ 29,328
NET CASH FLOW		Debt Coverage Ratio:	1.56	\$ 16,556

\$500,000 of \$2.5M HAC loan anticipated to remain once construction is complete. \$500,000 at 4.75% amortized over 35 years = \$29,330 annually.

15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$164,880	\$168,178	\$171,541	\$174,972	\$178,471	\$197,047	\$217,556
Secondary Income	\$ 20,160	\$ 20,563	\$ 20,974	\$ 21,394	\$ 21,822	\$ 24,093	\$ 26,601
POTENTIAL GROSS ANNUAL INCOME	\$185,040	\$188,741	\$192,516	\$196,366	\$200,293	\$221,140	\$244,156
Provision for Vacancy & Collection Loss	(\$13,878)	(\$14,156)	(\$14,439)	(\$14,727)	(\$15,022)	(\$16,585)	(\$18,312)
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$171,162	\$174,585	\$178,077	\$181,638	\$185,271	\$204,554	\$225,845
EXPENSES							
General & Administrative Expenses	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$9,133	\$10,588
Management Fee	\$ 900	\$ 918	\$ 936	\$ 955	\$ 974	\$ 1,076	\$ 1,188
Payroll, Payroll Tax & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 13,000	\$ 13,390	\$ 13,792	\$ 14,205	\$ 14,632	\$ 16,962	\$ 19,664
Electric & Gas Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water, Sewer & Trash Utilities	\$ 36,000	\$ 37,080	\$ 38,192	\$ 39,338	\$ 40,518	\$ 46,972	\$ 54,453
Annual Property Insurance Premiums	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Replacements	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 11,743	\$ 13,613
Other Expenses	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 65,239	\$ 75,629
TOTAL ANNUAL EXPENSES	\$115,900	\$119,368	\$122,940	\$126,619	\$130,408	\$151,124	\$175,135
NET OPERATING INCOME	\$55,262	\$55,217	\$55,137	\$55,020	\$54,864	\$53,430	\$50,709
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Second Deed of Trust Annual Loan Payment							
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
ANNUAL NET CASH FLOW	\$20,262	\$20,217	\$20,137	\$20,020	\$19,864	\$18,430	\$15,709
CUMULATIVE NET CASH FLOW	\$20,262	\$40,479	\$60,616	\$80,636	\$100,500	\$196,233	\$281,581
Debt Coverage Ratio	1.58	1.58	1.58	1.57	1.57	1.53	1.45
Other (Describe)							
Other (Describe)							

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under \$11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender	Printed Name	Date	Phone:
Signature, Authorized Representative, Syndicator	Printed Name	Date	

If a revised form is submitted, date of submission: _____

15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$213,120	\$217,382	\$221,730	\$226,165	\$230,688	\$254,698	\$281,207
Secondary Income	\$ 20,160	\$ 20,563	\$ 20,974	\$ 21,394	\$ 21,822	\$ 24,093	\$ 26,601
POTENTIAL GROSS ANNUAL INCOME	\$233,280	\$237,946	\$242,705	\$247,559	\$252,510	\$278,791	\$307,808
Provision for Vacancy & Collection Loss	(\$17,496)	(\$17,846)	(\$18,203)	(\$18,567)	(\$18,938)	(\$20,909)	(\$23,086)
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$215,784	\$220,100	\$224,502	\$228,992	\$233,572	\$257,882	\$284,722
EXPENSES							
General & Administrative Expenses	\$7,000	\$7,210	\$7,426	\$7,649	\$7,879	\$9,133	\$10,588
Management Fee	\$ 900	\$ 918	\$ 936	\$ 955	\$ 974	\$ 1,076	\$ 1,188
Payroll, Payroll Tax & Employee Benefits	\$ 44,000	\$ 45,320	\$ 46,680	\$ 48,080	\$ 49,522	\$ 57,410	\$ 66,554
Repairs & Maintenance	\$ 13,000	\$ 13,390	\$ 13,792	\$ 14,205	\$ 14,632	\$ 16,962	\$ 19,664
Electric & Gas Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water, Sewer & Trash Utilities	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 52,191	\$ 60,504
Annual Property Insurance Premiums	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Replacements	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130	\$ 11,743	\$ 13,613
Other Expenses	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 65,239	\$ 75,629
TOTAL ANNUAL EXPENSES	\$163,900	\$168,808	\$173,863	\$179,070	\$184,432	\$213,754	\$247,740
NET OPERATING INCOME	\$51,884	\$51,292	\$50,639	\$49,922	\$49,139	\$44,128	\$36,983
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Second Deed of Trust Annual Loan Payment							
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
ANNUAL NET CASH FLOW	\$16,884	\$16,292	\$15,639	\$14,922	\$14,139	\$9,128	\$1,983
CUMULATIVE NET CASH FLOW	\$16,884	\$33,176	\$48,814	\$63,736	\$77,876	\$136,045	\$163,822
Debt Coverage Ratio	1.48	1.47	1.45	1.43	1.40	1.26	1.06
Other (Describe)							
Other (Describe)							

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under \$11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender	Printed Name	Date	Phone:
Signature, Authorized Representative, Syndicator	Printed Name	Date	

If a revised form is submitted, date of submission: _____

Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Columns B and C: In determining actual construction cost, two different methods may be used:

The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**

The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:

If based on labor and materials, add Column B and Column C together to arrive at total construction costs

If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

****This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.****

For Site Work costs that exceed \$15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

A. Activity	B. Labor or Unit Price	C. Materials or # of Units	D. Total Construction Costs	E. Acquisition Costs	F. Engineering / Architectural Costs	G. Total Activity Costs
Rough grading	lump sum		\$ 189,572.00			\$ 189,572
On-site concrete	lump sum		\$ 252,000.00			\$ 252,000
On-site utilities	lump sum		\$ 142,860.00			\$ 142,860
Electrical			\$ 94,000.00			\$ 94,000
Total						\$ 678,432

Signature of Registered Engineer

Date

Adolphus Oji

Printed Name

Seal

If a revised form is submitted, date of submission: _____

Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Columns B and C: In determining actual construction cost, two different methods may be used:

The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:

If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.



Bijay Aryal

****This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.****
For Site Work costs that exceed \$15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

A. Activity	B. Labor or Unit Price	C. Materials or # of Units	D. Total Construction Costs	E. Acquisition Costs	F. Engineering / Architectural Costs	G. Total Activity Costs
Rough grading	lump sum		\$ 89,000.00			\$ 89,000
On-site concrete	lump sum		\$ 90,000.00			\$ 90,000
On-site utilities	lump sum		\$ 90,000.00			\$ 90,000
Electrical			\$ 60,000.00			\$ 60,000
Total						\$ 329,000

 Signature of Registered Engineer

 Printed Name

 Seal

 Date

If a revised form is submitted, date of submission: _____

OTHER FINANCING COSTS³

Tax credit fees			
Tax and/or bond counsel			
Payment bonds			
Performance bonds			
Credit enhancement fees			
Mortgage insurance premiums	30,000		30,000
Cost of underwriting & issuance			
Syndication organizational cost			
Tax opinion			
Other (specify) - see footnote 1			
Other (specify) - see footnote 1			
Subtotal Financing Cost	\$174,642	\$0	\$134,642

DEVELOPER FEES³

Housing consultant fees ⁴	50,000		50,000
General & administrative	200,000		200,000
Profit or fee	360,000		360,000
Subtotal Developer Fees	\$610,000	\$0	\$610,000

Vanguard Consultants 100%
 Noah Arc 50,000 AAOCC 75,000
 NLIEDC 60% AAOCC 40 %

21.90%

25.95%

RESERVES

Rent-up			
Operating			
Replacement			
Escrows			
Subtotal Reserves	\$0	\$0	\$0

TOTAL HOUSING DEVELOPMENT COSTS⁵

\$3,441,196	\$0	\$2,960,696
-------------	-----	-------------

132,600 per unit

The following calculations are for HTC Applications only.

Deduct From Basis:

Federal grants used to finance costs in Eligible Basis			
Non-qualified non-recourse financing			
Non-qualified portion of higher quality units §42(d)(5)			
Historic Credits (residential portion only)			
Total Eligible Basis		\$0	\$2,960,696
**High Cost Area Adjustment (100% or 130%)			125%
Total Adjusted Basis		\$0	\$3,700,870
Applicable Fraction			4%
Total Qualified Basis	\$148,035	\$0	\$148,035
Applicable Percentage ⁶			100.00%
Credits Supported by Eligible Basis	\$148,035	\$0	\$148,035

(May be greater than actual request)

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

Requested Score for 11.9(e)(2)

12

Name of contact for Cost Estimate: Rick Sims

Phone Number for Contact: (318) 349-1588

If a revised form is submitted, date of submission: _____

OTHER FINANCING COSTS³

Tax credit fees			
Tax and/or bond counsel			
Payment bonds			
Performance bonds			
Credit enhancement fees			
Mortgage insurance premiums	30,000		30,000
Cost of underwriting & issuance			
Syndication organizational cost			
Tax opinion			
Other (specify) - see footnote 1			
Other (specify) - see footnote 1			
Subtotal Financing Cost	\$174,642	\$0	\$134,642

DEVELOPER FEES³

Housing consultant fees ⁴	50,000		50,000
General & administrative			
Profit or fee	306,000		500,000
Subtotal Developer Fees 11.68%	\$356,000	\$0	\$550,000

Vanguard Consultants 100%
Noah Arc 50,000 AAOCC 75,000
NLIEDC 60% AAOCC 40 %

RESERVES

Rent-up			
Operating			
Replacement			
Escrows			
Subtotal Reserves	\$0	\$0	\$0

TOTAL HOUSING DEVELOPMENT COSTS⁵

	\$3,450,196	\$0	\$3,163,696
--	-------------	-----	-------------

132,600 per unit

The following calculations are for HTC Applications only.

Deduct From Basis:

Federal grants used to finance costs in Eligible Basis			
Non-qualified non-recourse financing			
Non-qualified portion of higher quality units §42(d)(5)			
Historic Credits (residential portion only)			
Total Eligible Basis		\$0	\$3,163,696
**High Cost Area Adjustment (100% or 130%)			125%
Total Adjusted Basis		\$0	\$3,954,620
Applicable Fraction			4%
Total Qualified Basis	\$158,185	\$0	\$158,185
Applicable Percentage ⁶			100.00%
Credits Supported by Eligible Basis	\$158,185	\$0	\$158,185

(May be greater than actual request)

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

Requested Score for 11.9(e)(2)

12

Name of contact for Cost Estimate: Rick Sims

Phone Number for Contact: (318) 349-1588

If a revised form is submitted, date of submission: _____

Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	MF Direct Loan Const. to Perm. (Repayable)	\$0	3.25%		\$ -	3.25%	30	40		
TDHCA	MF Direct Loan Const. Only (Repayable)	\$0	0.00%							
TDHCA	Multifamily Direct Loan (Soft Repayable)	\$0	0.00%		\$ -	0.00%		0		
TDHCA	Mortgage Revenue Bond	\$0	0.00%		\$ -	0.00%	0	0		
Housing Assistance Council		\$2,500,000	4.75%	1						
Third Party Equity										
	HTC	\$ -								
	Private Loan		0.00%							
Grant										
TDHCA NHTF	Local Government Grant				\$ 2,000,000					1
Texas GLO CDBG-DR					\$ 500,000					2
Deferred Developer Fee										
Other										
Tax Exemption	Direct Loan Match	\$ 125,660								
BUILDER PROFIT		\$ 932			\$ 180,000					
Noah Arc CDC		\$ 135,604			\$ 573,196					
Contingency		\$ 188,000			\$ 188,000					
Total Sources of Funds		\$ 2,950,196			\$ 3,441,196					
Total Uses of Funds					\$ 3,441,196					

INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The total development cost are \$3,450,196.00 The Const/Perm: Housing Assistance Council CDFI equity loan have committed to provide financing in the amount of 2.5 million construction. The term and rates are 30/30at 4.75 percent. The applicant is applying for CHDO certification and is requesting \$2,000,000 in NHTF Funds and \$500,000 from the Texas GLO CDBG-DR . The remainder of the financing will consist of forgiven fees from the non profit developer and builder in the amount of \$941,196.00 The applicant is applying for CHDO Certification with the certification the Texas Government Code 11.182 provides 100% tax abatement for CHDO that have cash flow are for Supportive Services for persons with disabilities, the property taxes for Rockdale is 1% of the assessed value equals 40,000 per years

Describe the replacement reserves:

The will be an annual replacement of \$300.00 per units per year for a total of \$9000.00.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments:

Rents are deep targeted for the 30 percent ami, (13) of the 30 units. This is mainly units design is low maintenace and easliy convertible for any type of modification of the structure for the special needs population.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: _____

Email address: _____

If a revised form is submitted, date of submission: _____

\$500,000 may remain from \$2.5M construction loan per HAC letter. If that happens, it will be amortized at 35 years w/ 5 year term at 4.75%.

Financing Narrative and Summary of Sources and Uses

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amortization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	Multifamily Direct Loan (Repayable)	\$0	3.25%		\$ -	3.25%	30	40		
TDHCA	Multifamily Direct Loan (Soft Repayment)	\$0	0.00%		\$ -	0.00%	0	40		
TDHCA	Mortgage Revenue Bond	\$0	0.00%		\$ -	0.00%	0	0		
Housing Assistance Council		\$2,500,000	4.75%							1
Third Party Equity										
	HTC	\$ -								
	Private Loan		0.00%							
				1						
Grant										
TDHCA NHTF	Local Government Grant			2	\$ 2,000,000					2
Texas GLO CDBG-DR		\$ 500,000			\$ 500,000					
Deferred Developer Fee										
Other										
Tax Exemption	Direct Loan Match	\$ 125,660								
UILDER PROFIT		\$ 932			\$ 180,000					
Noah Arc CDC		\$ 135,604			\$ 582,196					
Contingency		\$ 188,000			\$ 188,000					
Total Sources of Funds		\$ 3,450,196			\$ 3,450,196					
Total Uses of Funds					\$ 3,450,196					

INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments):

The total development cost are \$3,450,196.00 The Const/Perm: Housing Assistance Council CDFI equity loan have committed to provide financing in the amount of 2 million construction and \$450,000.00 perm. The term and rates are ~~30~~ 30 at 4.75 percent. The applicant is applying for CHDO certification and is requesting \$2,000,000 in NHTF Funds and \$500,000 from the Texas GLO CDBG-DR . The remainder of the financing will consist of shared risk from the non profit developer and builder in the amount of \$950,196.00 The applicant is applying for CHDO Certification with the certification the Texas Government Code 11.182 provides 100% tax abatement for CHDO that have cash flow are for Supportive Services for persons with disabilities, the property taxes for Rockdale is 1% of the assessed value equals 40,000 per years

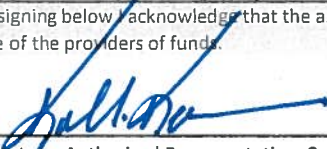
Describe the replacement reserves:

The will be an annual replacement of ~~\$300.00~~ ^{750.00} per units per year for a total of \$9000.00.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.:

Rents are deep targeted for the 30 percent ami, (13) of the 30 units. This is mainly units design is low maintenance and easliy convertible for any type of modification of the structure for the special needs population.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.



Signature, Authorized Representative, Construction or Permanent Lender

KARIN M. KLUSMANN

Printed Name

7/30/18

Date

Telephone: 202-842-8600

Email address: Karin@ruralhome.org

Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable) [§13.8(c)(5) and (6)]

Financial Capacity (10 TAC §13.8(c)(5))

If the Department's Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(6))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §10.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §10.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.





HOUSING ASSISTANCE COUNCIL
SUMMARY OF TERMS AND CONDITIONS
Commercial Real Estate Term Loan
 July 25, 2018

- Borrower: Brooks Haven, LTD – Managing Member: American Academy of Crisis Counseling
- Lender: Housing Assistance Council
- Project Name: Brooks Haven Supportive Housing
- Credit Facility: Three (3) Rural Housing Loan Fund (RHLF) Commercial Real Estate Construction loans up to \$833,333 for an aggregate of \$2,500,000. LENDER will allocate the Real Estate Construction loan in three separate Tranches. Each subsequent Tranche will only be made available after the completion of construction, issuance of a Certificate of Occupancy, and 100% lease up of the previous phase of the project.
- Purpose: To construct 30 affordable single-family prefabricated/modular rental units (i.e. 10 units per building phase) within the city of Rockdale, Milam County, TX.
- Loan Term: Each loan will have an eight (8) month construction period, with an additional two (2) month lease up period, followed by a five-year (60) month term with the outstanding principal due at maturity.
- Construction Draws: Borrower will submit and follow a construction draw schedule listing all work to be completed during each phase of development/construction of the project. Draws, or releases of portions of the loan proceeds will occur upon completion of a pre-designated stage of development/construction or based on periodical (e.g. once a month for a specified number of months followed by a “final draw”). Borrower must provide information on its capacity to manage the construction project (e.g. Engineers, Construction Management, Supplier of Modular units, Subcontract Management, etc.).
- Repayment: During the construction draw period of each loan/phase of the project and the two months lease up period, Borrower will be required to make monthly interest payments on the outstanding principal balance.
- During each construction loan/phase, Lender will establish an interest reserve account based on each \$833,333 tranche. The interest reserve will be calculated by the following: 50% of the tranche amount multiplied by the stated interest rate time 10/12 (Eight months construction period + Two months lease up period). ($\$833,333 \times .50 \times 4.75\% \times 10/12$).
- After each phase of construction and lease up period, LENDER will receive a principal reduction of \$666,667 (1/3 of \$2,000,000) from the proceeds of the Texas Department of Housing and Community Affairs (TDHCA) loan, through an assignment of proceeds.
- After the two (2) month lease up of each phase of the project Borrower will be required to make monthly principal and interest payments, on the remaining principal balance (e.g. after TDHCA loan reduction payments) and any unpaid accrued interest for each individual loan, based on a 35 - year amortization schedule.
- Interest Rate: Fixed at 4.75%
- Service Fee: 1% of each credit facility utilized to finance the construction of each phase of the project (e.g. Phase I - \$833,333 X 1%) payable at the closing of each loan. LENDER will require 50% (e.g. \$4,167) of the fee for Phase I at the signing of the Term Sheet, with the remaining fee due at the closing of the Phase I loan.
- Collateral: Title insured first deed of trust on real property to include land and improvements (e.g. 30 affordable rental units) with each loan cross collateralized and an assignment of all rents.
- Guarantor: Mr. Rick Sims and Noah Arc Community Development, Inc.
- Loan Type: Recourse. LENDER may seek financial damages if the Borrower fails to pay the loan and if the value of the underlying asset (collateral) is not sufficient to cover the debt.
- Conditions:
1. No default has occurred and is continuing as evidenced by a certificate of no default.
 2. There has been no material adverse change in the Borrower, real property, or financial condition.
 3. There has been no material adverse change in the real property physical condition.
 4. The market value of the real property as of a date no more than 90 days prior to the original maturity date is not less than the market value of the real property as of the original closing date, as determined by Lender. Lender may, in its sole and absolute discretion, require an appraisal of the real property that must be satisfactory in form and content to Lender.
- Conditions Precedent: Including, but not limited to, the following, with all documents to be satisfactory in form and substance to Lender:
1. Borrower must provide proof of site control for the proposed project sites prior to each loan closing.
 2. An appraisal or valuation of the real property ordered by Lender evidencing a loan-to-value ratio of no greater than 95%.

3. Verifiable commitment from the Texas Department of Housing and Community Affairs to provide takeout financing up to \$2,000,000.
4. Flood zone certification with flood insurance required if the real property is in a flood hazard area, with Lender named as mortgagee.
5. Proof of real property and liability insurance with Lender as mortgagee and 30-day notice of cancellation.
6. Title commitment including such endorsements as required by Lender.
7. Environmental due diligence, including completion of environmental screening questionnaire.
8. Other such information as required by Lender.

Reporting:

1. Quarterly loan/project status reports.
2. Quarterly interim financial statements.
3. Annual audit due within 120 days after the end of the Borrower's fiscal year.

Covenants:

Affirmative and negative covenants, including financial covenants, will be specified by Lender for inclusion in any loan documents. Other covenants are expected to include, but may not be limited to, the following:

1. DSC ratio of no less than 1:15 as computed by lender.
2. No subordinate liens or security interests are permitted unless approved by Lender.
3. At least 51% of the housing units must be affordable to low- or very-low income households as defined by the U.S. Department of Housing and Urban Development. Borrower may be subject to pay a penalty fee of prime + original interest rate on the funds borrowed if less than 51% of the units in the project are affordable to low- to very-low income households.

Expenses:

All expenses incurred by Lender, including accounting, appraisal, environmental, audit, property condition or structural inspections, searches, recording of UCC filings and other security interests, and reasonable legal fees (inside and outside), and any other expenses regarding structuring, documenting, closing, monitoring, or enforcing the Credit Facility, shall be for the account of the Borrower and payable at closing and otherwise on demand.

Other Terms:

Certain indemnities (including, without limitation, regarding environmental condition of the real property), representations, warranties, material adverse change covenant, affirmative, negative, financial and/or performance covenants from the Borrower and/or any Guarantor or regarding the Project conditions precedent to closing, and events of default customary for transactions of similar type and size, as determined by Lender.

Developer Fees:

Borrower shall not declare nor pay Developer or Consultant fees from the loan proceeds unless given written approval from the Lender.

Documentation:

Loan documents in form and substance satisfactory to Lender must be executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as are appropriate in the Lender's opinion and specified by Lender.

This Summary of Terms and Conditions is not a commitment or an offer to lend and does not create any obligation on the part of the Lender. The Lender will not be deemed to extend any commitment to the Borrower unless and until full underwriting and credit approval after which a formal commitment letter is issued. This Summary of Terms and Conditions is only a brief description of the principal terms of suggested credit facilities and is intended for discussion purposes only.

For LENDER to proceed with your loan request, please sign and accept this outline of the terms and conditions, along with a payment of \$. \$3,868 (50% of the stated service fee for the Phase I loan). These funds will be applied to the loan fees at closing. If the loan under consideration is approved in accordance with this Term Sheet, in all material aspects, the service fee is deemed earned and is non-refundable in the event you chose not to accept the commitment. However, if the Lender declines the loan, the fee will be returned, net of any expenses incurred by the Lender.

Please sign and return, along with a check payable to the Housing Assistance Council for \$4,167, to the LENDER by no later than **Friday, August 24, 2018**. Mail to payment to: Housing Assistance Council, Attn: Loan Fund Division, 1025 Vermont Avenue, NW, Suite 606, Washington, DC 20005.

The Terms and Conditions presented above, if not accepted by the Borrower, will expire on Friday, August 24, 2018.

Sincerely,

Karin M. Klusmann
Loan Fund Director

July 25, 2018 | 7:37 AM PDT

Accepted and Agreed on this _____.

Borrower: Brooks Haven, LTD

DocuSigned by:
Rick Sims
A352D261BAED4B5...

By: **Rick Sims**
Managing Member and General Partner
Brooks Haven, Ltd

Match Funds (Multifamily Direct Loan Applications Only) [§10.204(7)(E)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

Type of Match Pledged	Pledged Amount	Source of Funds
Non-Federal Grants		
Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) **CANNOT INCLUDE DEVELOPER FEES**		
Below Market Interest Rate Loan		
Property Tax Abatement	\$ 150,000	City of Rockdale 10 yrs @ 40k
Donated Non-Professional Labor		
Non-Federally Funded Infrastructure		
Rental Value of Donated Use of Site Preparation or Construction Equipment		
Donated Construction Materials		
Donated Site Preparation		
Donated Demolition Services		
Donated Real Property	\$ 1,026,580	AAOCC Appraisal
Total Value of Match Pledged	\$ 1,176,580	
Total Amount of MF Direct Loan funds Requested	\$ -	
Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)	#DIV/0!	

Finance Scoring (for Competitive HTC Applications ONLY)

Self Score Total: 22

1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- The dollar value of the contribution must be in the letter and must equal \$500 or more if Urban and \$250 or more if Rural or USDA.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

Total Points Claimed: 0

2. Financial Feasibility (§11.9(e)(1))

- Eligible Pro-Forma and letter stating the Development is financially feasible. 0
- Eligible Pro-Forma and letter stating Development **and** Principals are acceptable. 0

Total Points Claimed: 0

3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

Percent of Units restricted to serve households at or below 30% of AMGI 0.00%

HTC funding request as a percent of Total Housing Development Cost 0.00%

Eligibility for points:

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0
- Housing Tax Credit Request 0
- Housing Tax Credit Request 0
- Housing Tax Credit Request 0

** Be sure no more than 50% of Developer fees are deferred.*

Total Points Claimed:

Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of **all** Permanent and Construction Financing (term sheets, loan agreements)
- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy





HOUSING ASSISTANCE COUNCIL
SUMMARY OF TERMS AND CONDITIONS
Commercial Real Estate Term Loan
 July 25, 2018

- Borrower: Brooks Haven, LTD – Managing Member: American Academy of Crisis Counseling
- Lender: Housing Assistance Council
- Project Name: Brooks Haven Supportive Housing
- Credit Facility: Three (3) Rural Housing Loan Fund (RHLF) Commercial Real Estate Construction loans up to \$833,333 for an aggregate of \$2,500,000. LENDER will allocate the Real Estate Construction loan in three separate Tranches. Each subsequent Tranche will only be made available after the completion of construction, issuance of a Certificate of Occupancy, and 100% lease up of the previous phase of the project.
- Purpose: To construct 30 affordable single-family prefabricated/modular rental units (i.e. 10 units per building phase) within the city of Rockdale, Milam County, TX.
- Loan Term: Each loan will have an eight (8) month construction period, with an additional two (2) month lease up period, followed by a five-year (60) month term with the outstanding principal due at maturity.
- Construction Draws: Borrower will submit and follow a construction draw schedule listing all work to be completed during each phase of development/construction of the project. Draws, or releases of portions of the loan proceeds will occur upon completion of a pre-designated stage of development/construction or based on periodical (e.g. once a month for a specified number of months followed by a “final draw”). Borrower must provide information on its capacity to manage the construction project (e.g. Engineers, Construction Management, Supplier of Modular units, Subcontract Management, etc.).
- Repayment: During the construction draw period of each loan/phase of the project and the two months lease up period, Borrower will be required to make monthly interest payments on the outstanding principal balance.
- During each construction loan/phase, Lender will establish an interest reserve account based on each \$833,333 tranche. The interest reserve will be calculated by the following: 50% of the tranche amount multiplied by the stated interest rate time 10/12 (Eight months construction period + Two months lease up period). ($\$833,333 \times .50 \times 4.75\% \times 10/12$).
- After each phase of construction and lease up period, LENDER will receive a principal reduction of \$666,667 (1/3 of \$2,000,000) from the proceeds of the Texas Department of Housing and Community Affairs (TDHCA) loan, through an assignment of proceeds.
- After the two (2) month lease up of each phase of the project Borrower will be required to make monthly principal and interest payments, on the remaining principal balance (e.g. after TDHCA loan reduction payments) and any unpaid accrued interest for each individual loan, based on a 35 - year amortization schedule.**
- Interest Rate: Fixed at 4.75%
- Service Fee: 1% of each credit facility utilized to finance the construction of each phase of the project (e.g. Phase I - \$833,333 X 1%) payable at the closing of each loan. LENDER will require 50% (e.g. \$4,167) of the fee for Phase I at the signing of the Term Sheet, with the remaining fee due at the closing of the Phase I loan.
- Collateral: **Title insured first deed of trust on real property to include land and improvements (e.g. 30 affordable rental units) with each loan cross collateralized and an assignment of all rents.**
- Guarantor: Mr. Rick Sims and Noah Arc Community Development, Inc.
- Loan Type: Recourse. LENDER may seek financial damages if the Borrower fails to pay the loan and if the value of the underlying asset (collateral) is not sufficient to cover the debt.
- Conditions:
1. No default has occurred and is continuing as evidenced by a certificate of no default.
 2. There has been no material adverse change in the Borrower, real property, or financial condition.
 3. There has been no material adverse change in the real property physical condition.
 4. The market value of the real property as of a date no more than 90 days prior to the original maturity date is not less than the market value of the real property as of the original closing date, as determined by Lender. Lender may, in its sole and absolute discretion, require an appraisal of the real property that must be satisfactory in form and content to Lender.
- Conditions Precedent: Including, but not limited to, the following, with all documents to be satisfactory in form and substance to Lender:
1. Borrower must provide proof of site control for the proposed project sites prior to each loan closing.
 2. An appraisal or valuation of the real property ordered by Lender evidencing a loan-to-value ratio of no greater than 95%.

3. Verifiable commitment from the Texas Department of Housing and Community Affairs to provide takeout financing up to \$2,000,000.
4. Flood zone certification with flood insurance required if the real property is in a flood hazard area, with Lender named as mortgagee.
5. Proof of real property and liability insurance with Lender as mortgagee and 30-day notice of cancellation.
6. Title commitment including such endorsements as required by Lender.
7. Environmental due diligence, including completion of environmental screening questionnaire.
8. Other such information as required by Lender.

Reporting:

1. Quarterly loan/project status reports.
2. Quarterly interim financial statements.
3. Annual audit due within 120 days after the end of the Borrower's fiscal year.

Covenants:

Affirmative and negative covenants, including financial covenants, will be specified by Lender for inclusion in any loan documents. Other covenants are expected to include, but may not be limited to, the following:

1. DSC ratio of no less than 1:15 as computed by lender.
2. No subordinate liens or security interests are permitted unless approved by Lender.
3. At least 51% of the housing units must be affordable to low- or very-low income households as defined by the U.S. Department of Housing and Urban Development. Borrower may be subject to pay a penalty fee of prime + original interest rate on the funds borrowed if less than 51% of the units in the project are affordable to low- to very-low income households.

Expenses:

All expenses incurred by Lender, including accounting, appraisal, environmental, audit, property condition or structural inspections, searches, recording of UCC filings and other security interests, and reasonable legal fees (inside and outside), and any other expenses regarding structuring, documenting, closing, monitoring, or enforcing the Credit Facility, shall be for the account of the Borrower and payable at closing and otherwise on demand.

Other Terms:

Certain indemnities (including, without limitation, regarding environmental condition of the real property), representations, warranties, material adverse change covenant, affirmative, negative, financial and/or performance covenants from the Borrower and/or any Guarantor or regarding the Project conditions precedent to closing, and events of default customary for transactions of similar type and size, as determined by Lender.

Developer Fees:

Borrower shall not declare nor pay Developer or Consultant fees from the loan proceeds unless given written approval from the Lender.

Documentation:

Loan documents in form and substance satisfactory to Lender must be executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as are appropriate in the Lender's opinion and specified by Lender.

This Summary of Terms and Conditions is not a commitment or an offer to lend and does not create any obligation on the part of the Lender. The Lender will not be deemed to extend any commitment to the Borrower unless and until full underwriting and credit approval after which a formal commitment letter is issued. This Summary of Terms and Conditions is only a brief description of the principal terms of suggested credit facilities and is intended for discussion purposes only.

For LENDER to proceed with your loan request, please sign and accept this outline of the terms and conditions, along with a payment of \$. \$3,868 (50% of the stated service fee for the Phase I loan). These funds will be applied to the loan fees at closing. If the loan under consideration is approved in accordance with this Term Sheet, in all material aspects, the service fee is deemed earned and is non-refundable in the event you chose not to accept the commitment. However, if the Lender declines the loan, the fee will be returned, net of any expenses incurred by the Lender.

Please sign and return, along with a check payable to the Housing Assistance Council for \$4,167, to the LENDER by no later than **Friday, August 24, 2018**. Mail to payment to: Housing Assistance Council, Attn: Loan Fund Division, 1025 Vermont Avenue, NW, Suite 606, Washington, DC 20005.

The Terms and Conditions presented above, if not accepted by the Borrower, will expire on Friday, August 24, 2018.

Sincerely,

Karin M. Klusmann
Loan Fund Director

July 25, 2018 | 7:37 AM PDT

Accepted and Agreed on this _____.

Borrower: Brooks Haven, LTD

DocuSigned by:
Rick Sims
A352D261BAED4B5...

By: **Rick Sims**
Managing Member and General Partner
Brooks Haven, Ltd



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

2018 MULTIFAMILY RENTAL HOUSING PROGRAM

Hurricane Harvey Funding Under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56) enacted on September 8, 2017.

Rick Sims
American Academy of Crisis Counseling
103 Mulberry St.
Rockdale, Texas, 76567
c.brooks@aaocc.org

Request for Application No. X0015648-JC
Application: Brooks Haven Supportive Housing
4th Avenue & Pecan and Whilite & Malloy
Rockdale, Texas, 76567

Dear Mr. Sims:

The General Land Office's (GLO) application evaluation team has completed the review of your entity's proposal in response to the above-described Request for Applications. Your proposal has been deemed facially sufficient and conditionally accepted.

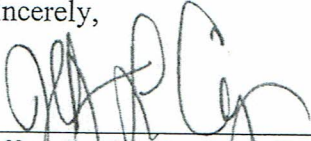
The GLO's issuance and your acceptance of this conditional notice of award **DOES NOT** form a contract between your entity and the GLO. As of the date of this Conditional Notice of Award, the GLO is under no obligation to facilitate the provision of CDBG-DR funds. You will receive a contract for signature if, and only if, the following conditions have occurred to the satisfaction of the GLO:

1. The proposal has undergone and successfully cleared an environmental review accordance applicable federal law;
2. The Department of Housing and Urban Development has reviewed the proposal and issued an Authority to Use Grant Funds approving of the proposal; **AND**
3. The proposal has undergone and successfully been cleared as in compliance with Affirmatively Furthering Fair Housing law.

Please sign the *ACCEPTANCE OF NOTICE OF CONDITIONAL AWARD* and return to me via email as soon as possible.

If you have any questions, please contact me.

Sincerely,



Jeffrey L. Crozier, Multifamily Housing Manager
jeff.crozier.glo@recovery.texas.gov
512-475-5067

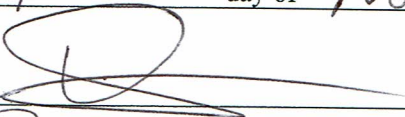
ACCEPTANCE OF NOTICE OF CONDITIONAL AWARD

**NOTICE OF CONDITIONAL AWARD
REQUEST FOR APPLICATION NO. X0015648-JC**

ACCEPTANCE OF NOTICE

I hereby acknowledge receipt of the NOTICE OF AWARD FOR: **ENTER DESCRIPTION**

Dated this 9th day of November, 2018

Signature 

Printed Name Rick R Simis

Title Executive Director

Vendor American Academy

Full Legal Name of Contracting Vendor as registered with TX Secretary of State and as it should appear on the Contract

Address 103 Melberry

City/State/Zip Rockdale Tx 76567

Tax ID Number _____
Tax ID Number of Contracting Vendor as registered with Texas Comptroller of Public Accounts and as it should appear on the contract

Email RRSimis90@aol.com

Phone # 318-349-1588

Please select one of the following:

We would like the GLO to perform the environmental assessment for this application.

We will complete the Environmental Assessment and ensure it is in accordance with all HUD guidelines.



Brooks Haven Supportive Housing

Texas General Land Office

\$500,000 CDGB-DR Request

Rick Sims
Noah Arc Community Development Inc.

August 1, 2018

**RE: \$500,000 Construction Loan Request for 30 Rental houses
located in: Rockdale Texas**

Brooks Haven Supportive Housing comprise of 30 residential rental units, set on approximately 6 acres, and being part of two scattered site projects in Rockdale, Texas. The project is proposed and funded under the Texas Department of Housing and Community Affairs Direct Loan Program), as administered by The Texas Department of Housing and Community Affairs (*TDHCA*).

- Brooks Haven Supportive Housing is a proposed 30-unit scattered enclaves on two (2) neighborhood sites, within 30 single family detached homes located at NEC East 4th Ave and Pecan and Whilite Dr. and Malloy. The TDHCA can provided a contingent commitment to the development partnership, a loan for permanent financing (*Take-Out Assistance*) taken together of **\$2,000,000** (*\$500,000 for each 6 units constructed*) to take out the construction financing necessary for the project's execution.

American Academy Crisis Counseling, hereby proposes a **\$500,000 loan** request to commence the construction of the \$3.4 million.

- The requested will leverage **\$2,000,000 Housing Trust Fund** from the TDHCA
- All architectural and engineering plans are complete and awaiting submission for permits.
- The proposed 30 units are targets very very low to moderate-income families at 80% or less of AMGI.
- **SDC Construction, LLC** will be the general contractor for the townhomes.
- Developer and Project Owner have affordable rental housing experience and will provide construction and completion guarantees. All supporting exhibits are attached as addendum.

Sincerely

Mr. Rick Sims
Executive Director

Development Overview

Noah Arc Community Development in partnership with **American Academy of Crisis Counseling** hereby proposes a loan request to develop the Brooks Haven Supportive Housing. The master planned developments are located in 2 separate sites within the cities of Rockdale Texas.

- The Brooks Haven Supportive Housing is approximately a 6-acre combined master plan within two (2) sites, for Low-Income families with income in the 30%-80% of the AMGI.

Brooks Haven Supportive Housing Summary

The Noah Arc TH community will be constructed on 6 acres, with 36 units with attached garages.

- The project is intended to provide Low-Income families with an affordable luxury/quality home and attract diversity in to the area.
- Projected cost for the 30 units is estimated at **\$3,000,000**, the subject of this proposal.
- All 30 units (**30 buildings**) are 1 Story, 3 – Bedrooms, 2.5 Baths, 1 Car Garage. The exterior of the townhomes is a modern urban design finished out in brick and smart siding.
- All units will include among other features; Energy Efficient Appliances (*Stove, Microwave, Dishwasher & Refrigerator*), 2" faux Wood Blinds, Wood Vinyl & Ceramic Tile Flooring, Low Flow Showers and Faucets, CFL bulbs, Low V.O.C. Paint, Garage Door Opener, etc.

Brook Havens Supportive Services 30 Single Family Homes							
6 Acres Scattered Site							
Location	Address	#of Units	Bedrooms	Bathrooms	avg. SQ.FT.	avg. Garage	Tot. Avg. Sq.Ft.
Rockdale	NEC E. 4th and Pecan	4	3	2-2.5	1,241	200	5,764
Rockdale	NE Wilhite and Malloy	26	3	2-2.5	1,241	200	37,466
		30	Totals		2,482	400	43,230

Description: Brooks Haven Supportive Housing

Project Site Size:

- 6 acres

Number of Buildings:

- 30 -

Number of Units:

- 36 - 3 Bedrooms (3 BR/2.5 BA/1 GR)

Other Improvements:

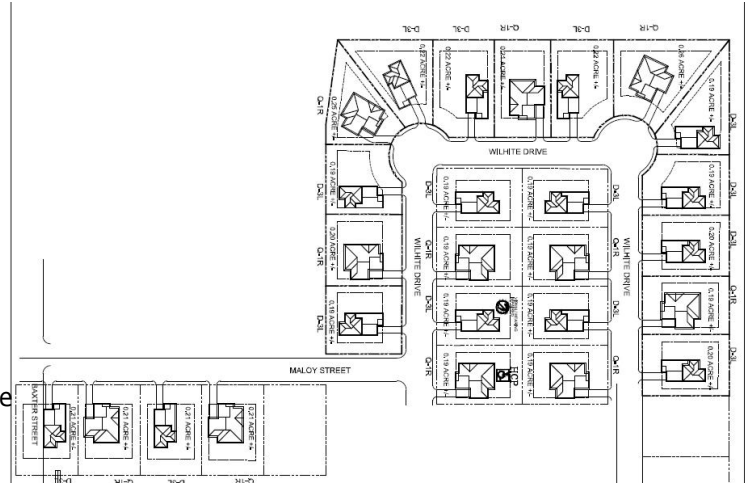
- Landscaped Green Areas

Infrastructure:

- Broad streets (60' ROW), sidewalks, hardscape

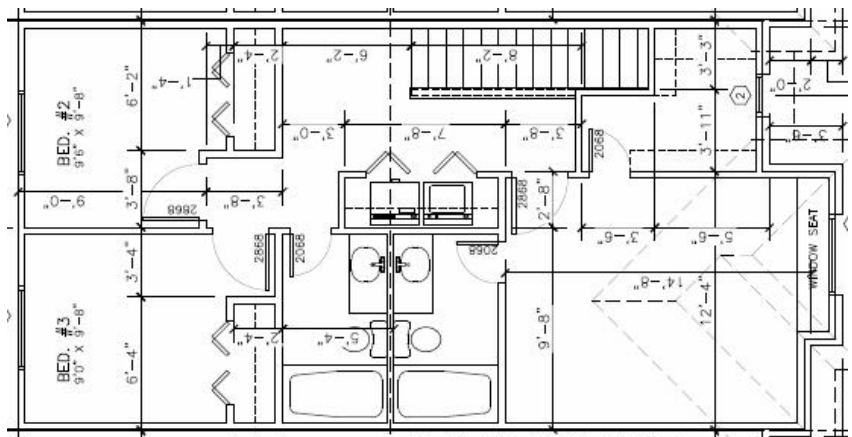
Pedestrian Friendly:

- "Walkable" Friendly Community



Floor Plans & Square Footage Details

- 1,200 SF NET
- 3 Bedrooms
- 2.5 Baths
- 1 Car Garage + storage
- Front greenery
- 2nd Story
- 25' x 50' Lot size approximately
- Front Garage Entry
- Up scaled Appliance Package
- Energy Star Rated Compliant



Project Financial Summary

Brooks Haven Supportive Housing is a 30-unit new construction single family development in the City of Rockdale Texas. The total development cost of \$3.45 million will be financed as follows:

Brooks Haven , Ltd; subsequently referred to as Developer/Owner has outright ownership of the underlying site in fee simple and will be provided as equity for the development.

The Developer/Owner will leverage private resources in the form of a Bank Construction Loan of **\$2.5 million** with a 20 month term and 6 month extension. Origination fee is 1.50%. The interest rate is floating at 1 month LIBOR plus 200 bp with a base of 4%.

The Developer/Owner has applied for \$2,000,000, HTF from Texas Department of Housing and Community Affairs.

The Developer/Owner will receive a Developer Fee of \$600,000, which will be deferred during construction phase

SDC Construction, LLC

SDC Construction, LLC is a Dallas based construction company committed to affordable housing, with specialization in Low-Income Housing Tax Credit (LIHTC). Major accomplishments are more than 1,400 housing units within ten (10) projects targeted to families and seniors at or below 60% of the Area Median Gross Income (AMGI)

Economic Impact for Rockdale Texas

The \$2.5 Million in requested funding will facilitate the construction start of the homes within (30) buildings of the planned \$3.45 Brooks Haven Supportive Housing . The estimated \$3 Million of economic impact will represent a significant input of resources to generate improvements in the lives of individuals and the surrounding areas

It is the purpose of Brooks Haven Supportive Housing to be the incubator development for Milam County, generating economic benefits, which will, in the end provide the foundation for development of social values and ultimately generating cost savings for the public system of the City of Rockdale.



Brooks Haven Supportive

Development will generate socio-economic values that include:

1. Development of Decent and Affordable housing with the removal of blighted areas;
2. Increasing the tax base by value creation with new and modern facilities.

Noah Arc Community Development Inc. is working closely with American Academy of Crisis Counseling to ensure that Rockdale businesses and individuals receive the greatest economic benefit and minimally experience the least inconvenience from the



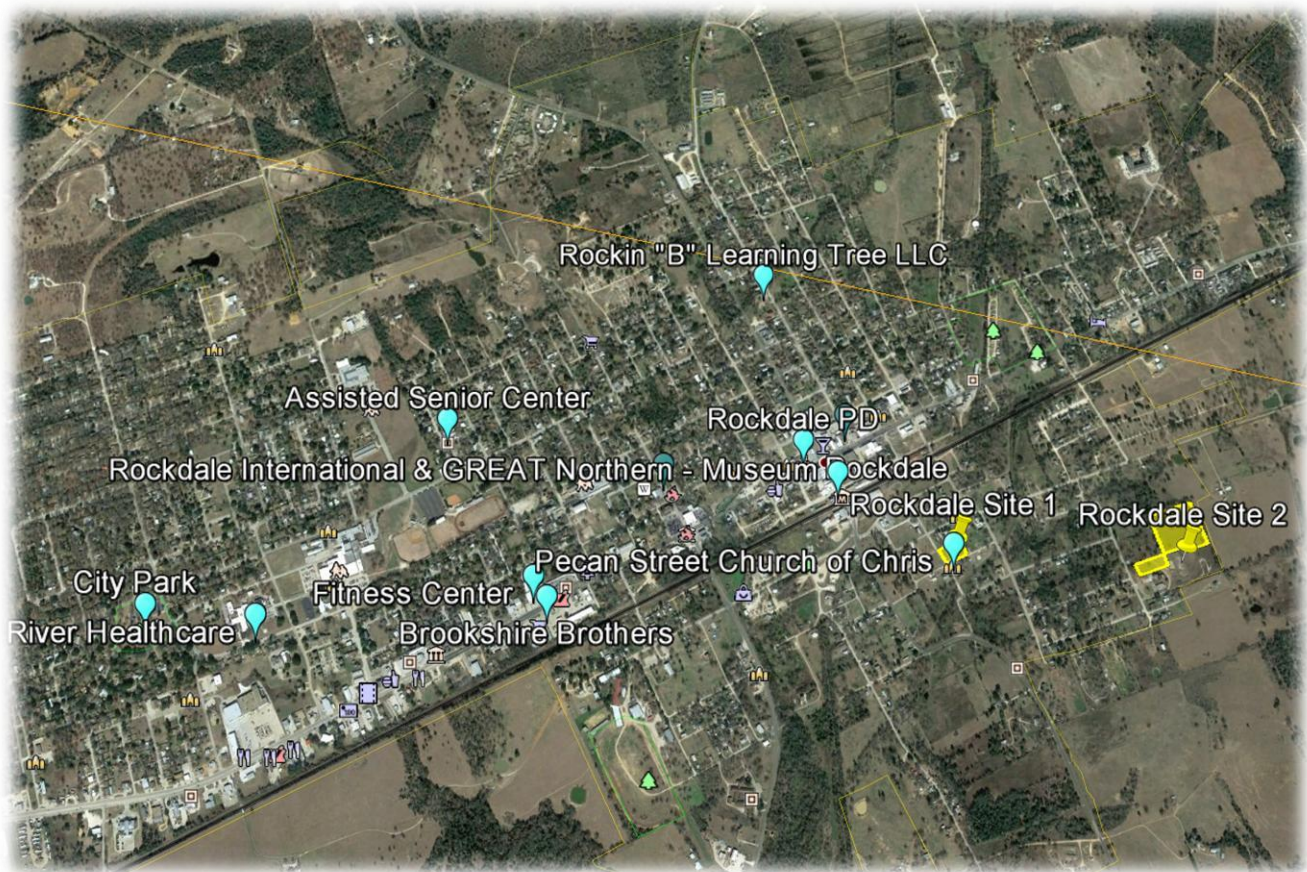
Townhome project. We are encouraged by Noah Arc Community Development Corporation (NACDC: Non-Profit) to work with community leaders and organizations.

The partnership with NACDC is crucial for the Brooks Haven Supportive Housing project in order to provide affordable rental housing. The area offers interested and qualifying individuals and families minimal to no inventory of new construction at this time. Brooks Haven Supportive Housing will provide a high end product at affordable rents and a good quality of life for its residents and enhance the neighborhood making it more desirable for prospective residents, businesses and other developers.

American Academy of Crisis Counseling shares in the NACDC's mission of helping the Rockdale sectors businesses and individuals (*particularly persons with disabilities and other disadvantaged minorities*) obtain economic parity and self sufficiency, and therefore **St. Rest Ministeries Inc. and NACDC** will be partners to help NACDC achieve our community initiatives. With that in mind, NACDC would take a leading role in the development and execution of programs designed to achieve the following initiatives:

- Promote jobs for businesses and residents, particularly those in the neighborhood;
- Develop and execute programs to assist in the retention of families impacted by the development (re-gentrification).

The completion of the Mastered Plan Community, will revitalize the area, bringing in diversity and much needed jobs to this community.



Exhibit

“A”

Company Profile

The Business

Business Background

COMPANY PROFILE

American Academy of Crisis Counseling has been in operation in some form or another for over 15 years. It was organized by the New Jerusalem Baptist Church and its Pastor C.L. Brooks who had a long standing reputation as an educator and leader in the community of Rockdale Texas. As a result of the Pastor Brooks strong interest in counseling he developed a faith based counseling program concentrating on crisis counseling.

In 2001, The New Jerusalem Baptist Church organized The Institute for Teaching God's Word Seminary and the The American Academy of Crisis Counseling.

The purpose of the American Academy of Crisis Counseling is to provide biblically based counseling resource to training care givers in crisis intervention, which includes, Crisis Counselor, this course deal specifically with intervention strategies, to assist in knowing how to deal with crisis situations. The American Academy of Crisis Counseling also provides resources in the other areas such as; Sexual Assault and Domestic Violence, Coaching Clinic for Fathers, Drug Proof Your Kids, and Foster Care and Group Home.

In 2017 The American Academy of Crisis Counseling submitted an application to the Texas Department of Housing and Community Affairs, To be Certified as a Community Housing Development Organization (CHDO) and for financing assistance to construct a 30 units Supportive Housing Community for person with disabilities.

The current Board of Directors for The American Academy of Crisis Counseling is Dr. Leroy Swift, Bertha Roscoe, John Garcia, Mark Rankin, Etiene Mwarabu, and Angela White.

One third of the Board of Directors is represented by low income residences in the City of Rockdale Texas.

2017 Affidavit of CHDO Participation

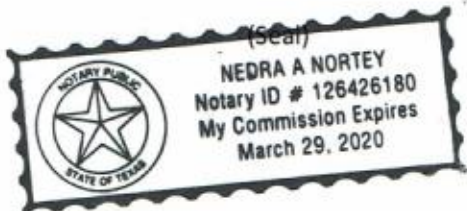
I certify that I am an authorized representative of the below named CHDO, and that the CHDO will own the rental housing that it develops in fee simple absolute or have a long term ground lease for a period at least equal to the federal affordability period. If the CHDO will not be developing the rental housing, the CHDO will hire and oversee the developer, or at a minimum, hire or contract with an experienced project manager to oversee all aspects of development, while still maintaining ownership of the rental housing in fee simple absolute or having a long term ground lease for a period at least equal to the federal affordability period. If the CHDO will not be owning or developing the rental housing directly, the CHDO will sponsor a limited partnership or limited liability company, of which the CHDO or its subsidiary will be the sole general partner or sole managing member that wholly owns the limited partnership or limited liability company, to own or develop the rental housing. If the limited partnership or limited liability company agreement permits the CHDO to be removed as general partner or sole managing member, the agreement must provide that the removal must be for cause and that the CHDO must be replaced with another CHDO.

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status.

By: [Signature]
Signature of Authorized Representative
Rick Sims
Printed Name
Executive Director
Title
2/22/2017
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that signed Rick Sims who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 20 17



Nedra Northey
Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
03.29.2020
My commission expires

Exhibit
“B”
Key Staff

EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR

OF THE

AAOCC

This Contract dated this 12 the day of December, 2017 is made between the AAOCC (hereinafter referred to as "Employer), whose business is located in Rockdale Texas and Rick Sims (hereinafter referred to as "Employee), whose address is 420 Walnut St, Minden LA 71055.

I. EMPLOYMENT

AAOCC hereby employs Rick Sims as an Executive Director of the AAOCC and the Employee hereby accepts such employment in accordance with the terms and conditions of this Contract.

II. DUTIES OF EXECUTIVE DIRECTOR

The duties of Rick Sims as Executive Director of the AAOCC shall be: The position of the Executive Director may be equated to that of any senior operating office employed by any professional organization. As such, the Executive Director assumes control and management of the administrative processes of the operation of the AAOCC. It is essential that the executive bring to the position an ability to adopt broad comprehensive views of the organizations objective, as well as an ability to establish and implement the necessary steps of the attainment of the objective. The Executive Director is responsible for the smooth running and successful implementation of the organizations operations. It is recognized that income is of paramount importance to any organization and emphasis is slanted toward the task of fund raising. The Executive Director is accountable for all of AAOCC, s operating affairs and will make timely reports to the Board of Directors.

III. JOB DESCRIPTION

The Executive Director shall perform the following tasks or duties:

1. Serve as primary staff for the Board of Directors.
 - A. Coordinate with AAOCC Chair meeting and retreat agendas.
 - B. Attend all regular and special meetings of the AAOCC Board of Directors.
 - C. Support all Board of Director Committees.
 - D. Keep Board of Directors informed by timely reports deemed necessary by the Executive Director, required by the Board, required by the by-laws, and/or required by law.
 - E. Identify and research issues for the Board of Directors.
 - F. Plan and execute the operations of AAOCC in accordance with the by-laws and policies of the Board.

G. Develop and present to the Executive Committee a strategy for accomplishing the objectives of the Board of Directors.

2. Serve as primary contact for Information and Communications

A. Public Relations

B. Bicycle community liaison (bike clubs, other state bicycle organizations, government agencies, bicycle retailers, corporations).

C. First point of contact or spokesperson as appropriate

D. Information repository

E. Maintain a personal understanding of local, state and federal laws and regulations as they apply to the mission and operations of the organization.

3. Serve as principal fund raiser

A. Research grant opportunities; pursue grants as directed by the Board of Directors.

B. Develop corporate partners for current projects.

C. Develop fund raising vehicles for the organization.

D. Membership development.

4. Manage Office Staff

A. Supervisor of office staff (including conducting staff evaluations).

B. Develop office staff position descriptions and make hiring and termination decisions in collaboration with the Board of Directors.

C. Recruit and screen candidates for office staff positions.

D. Back up other staff as necessary.

E. Finance and budget oversight.

5. Other duties As Assigned.

The Executive Director shall report to and be supervised directly by the AAOCC Chair. The Executive Director shall supervise the office staff and any other employees. The Executive Director shall be subject to performance reviews conducted by the Personnel Committee of the Board of Directors at six month intervals. Compensation of the Executive Director shall be that recommended by the Executive Committee and approved by the Board of Directors.

IV. COMPENSATION

AAOCC agrees to pay the employee, and the employee agrees to accept, compensation as outlined below:

During the period from December 1, 2016 through December 1, 2018, the Executive Director shall be paid a salary of \$5,000.00 per year paid in equal payments twice per month. This compensation is based on 60 hours per week. Hours worked beyond 60

hours per week shall be compensated by "Comp Time. 2 weeks of paid vacation as well as the following holidays shall be considered part of the compensation package: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The amount of the AAOCC Executive Directors' salary shall be renegotiated prior to December 1, 2018. The parties agree that they shall begin negotiations regarding salary no later than thirty (30) days prior to December 18, 2018.

V. EXPENSES

The Executive Director shall be reimbursed for expenses incurred while working on behalf of the AAOCC. These expenses shall include mileage at the federal mileage compensation rate current at the time of when the expense occurred, reasonable hotel and lodging expenses, reasonable meal expenses, any other miscellaneous expenses associated with performing or attending AAOCC functions. The Executive Director shall present written evidence of those expenses as required by the AAOCC Board or any implemented policies of the AAOCC Board for reimbursement of travel and other expenses.

VI. POWER TO BIND THE AAOCC

The Executive Directors' authority to obligate AAOCC on any contract or agreement of any kind, character or nature is limited to those contracts or obligations for which the AAOCC, s financial obligation does not exceed the sum of \$ 2,500,000.00 and the Executive Director shall have authority to borrow funds on behalf of the company or to pledge any of its assets for any purpose whatsoever. Likewise, the Executive Director shall not bring legal proceedings on behalf of the AAOCC without written consent of the AAOCC Board of Directors.

VII. EMPLOYMENT RELATIONSHIP

It is specifically agreed that the Executive Director is an employee of the AAOCC and the AAOCC shall be solely responsible for the payment of all federal, state and local employment and withholding taxes.

VIII. TERMINATION OF EMPLOYMENT

The employment of the Executive Director may be terminated by either the Executive Director or by the AAOCC Board upon two (2) weeks written notice.

IX. HOLD HARMLESS

The AAOCC will hold harmless the Executive Director from any claims, liabilities, lawsuits, of any sort whatsoever arising out of Rick Sims performance of his/her role as AAOCC Executive Director. The AAOCC will hold Rick Sims harmless from any attorney's fees and/or claims that may be asserted against his/her due to his/her function as AAOCC Executive Director, or her attendance or participation in AAOCC functions

or activities. This agreement to hold harmless shall not apply if the Executive Director is reasonably believed to have committed gross negligence or fraud or criminal activity.

X. PRIOR EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENTS

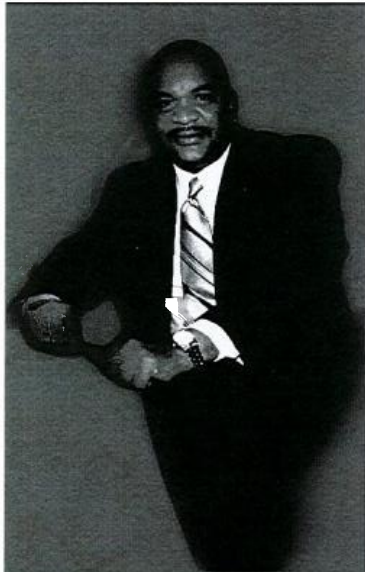
In the event that the specific terms of this Employment Agreement and prior Employment Agreements conflict, this agreement shall supersede and be binding.

XI. NOTICE OF SPECIAL BOARD OF DIRECTOR MEETINGS

The AAOCC Board of Directors hereby specifically agrees to give Rick Sims immediate notice of the scheduling of any meetings relating to the terms of employment of the Executive Director of the AAOCC in any way whatsoever. The Executive Director shall be given every opportunity to attend any meetings intended to discuss the terms of the Executive Director's employment with the AAOCC.

Executive Director

Chairman of the Board of Directors
AAOCC



What Other's Have to Say . . .



RI WARD THIRD WARD, INC.

From Left
Chairman

Rev. Rick Sims
President

December 1, 2011

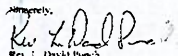
To Whom It May Concern:

Rev. Rick Sims is currently employed by our organization Re-Ward Third Ward, Inc., as the Director of Multi-family Housing Development. During his tenure with this firm from September 2004 to present, he has generated revenue (Tax Credit/Equity Funding) totaling \$16 million dollars. He has been certified as a Housing Tax Credit Consultant by the Texas Department of Housing and Community Affairs in Austin, Texas as is listed among its qualified Application Consultants.

In 2007, due to the efforts of Rick Sims, we completed construction of Zion Valley Senior Luxury Apartments (a \$6.5 million dollar development). This project is a 50-unit multi-family development for independent senior adults age 55 and older. And in 2010, he was successful in securing 9.5 million in Tax Credits for the Zion Gardens Supportive Housing for Veteran Women and Children. The Zion Gardens Project is scheduled to begin construction January 2012. In addition to the aforementioned projects, Rev Sims has already begun work on four (4) Tax Credit Multi-Family Applications, which are due in January and April of 2012.

Rev Sims is also on the ministry staff of the Greater Zion Missionary Baptist Church. He has been a tremendous asset to this ministry. He has served on the Evangelism and Outreach Ministry and is an active volunteer in the Food Pantry Ministry.

Rev. Rick Sims is a spiritual man who operates with integrity and principle. He has continued to govern his life by the biblical mandate that "to whom much is given, much is required". He has an awesome ability to achieve despite the many challenges he has faced, he is living proof that the Grace of God is truly amazing.

Sincerely,

 Rev. L. David Jones
 President

Mission Statement

Working With You Every Step of the Way

Noah's Ark Development Consulting, Inc was formed to expand your outreach ministry. I bring to the table more than 15 years experience in all facets of administration, management of the implementation and facilitation of single and multi-family housing. My skills, experience, dedication and professionalism, provide me the ability to develop and implement comprehensive, customized and attainable solutions to meet your affordable housing needs. Not only does my firm have a proven track record, but also support the communities in which it serves. At Noah's Ark Development, Inc., we specifically cater to non-profit entities and a proven leader when it comes to providing the necessary skills to help you achieve your outreach ministry goals.

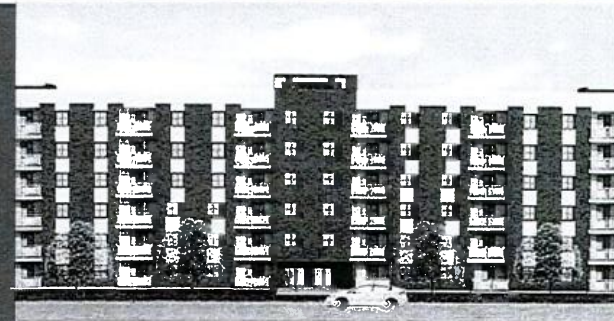
WHAT YOU CAN EXPECT

- TRIED AND TRUSTED PERFORMANCE
- FLEXIBILITY
- SUSTAINABILITY
- EXPERIENCE
- LEADERSHIP
- PROFESSIONALISM
- INDEPENDENCE
- RELIABILITY
- DEPENDABILITY TO SEE IT THROUGH
- A MINISTER MINISTERING TO YOUR NEEDS

DEDICATED TO HELPING YOU BROADEN YOUR OUTREACH FOR ZION

ZION GARDENS— HOUSTON, TX

- ◆ 70 Unit Supportive
- ◆ \$2,872,494 Construction Loan
- ◆ \$1,567,463 Perm Loan
- ◆ \$6,677,510 Tax Credit Equity
- ◆ \$1,400,000 City of Houston
- ◆ \$9,225,244 Total Development Cost



About The Low Income Housing Tax Credit Program

The Low Income Housing Tax Credit (LIHTC or Tax Credit) program was created by the Tax Reform Act of 1986 as an alternative method of funding housing for low and moderate income households, and has been in operation since 1987. Until 2000, each state received a tax credit of \$1.25 per person that it can allocate towards funding housing that meets program guidelines. Currently, legislation is pending to increase this per capita allocation. This per capita allocation was raised to \$1.50 in 2001, to \$1.75 in 2002, and adjusted for inflation beginning 2003. These tax credits are then used to leverage private capital into new construction or acquisition and rehabilitation of affordable housing.

The tax credits are determined by the development costs, and are used by the owner. However, often, because of IRS regulations and program restrictions, the owner of the property will not be able to use all of the tax credits and therefore, many LIHTC properties are owned by limited partnership groups that are put together by syndicators. In this manner, a variety of companies and private investors participate within the LIHTC program, investing in housing development and receiving credit against their federal tax liability in return. Tax Credits must be used for new construction, rehabilitation or acquisition and rehabilitation and project must meet a specified criteria.



SINGLE AND MULTI-FAMILY UNITS

ZION VILLAGE—HOUSTON, TX

- ◆ 50 Unit Senior Housing
- ◆ \$3,650,000 Construction Loan
- ◆ \$ 900,000 Perm Loan
- ◆ \$5,360,757 Tax Credit Equity
- ◆ \$ 500,000 City of Houston
- ◆ \$6,867,194 Total Development Cost



A MINISTER SERVING GOD AND MY FELLOW MAN WITH INTEGRITY & BIBLICAL PRINCIPLE

Exhibit

“C”

Development Team

And

References



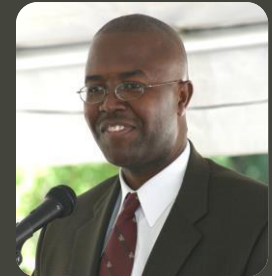
Management Team



Jideofor "Jay" Oji (*Founder - President/CEO*) – Over his career, Mr. Oji has acquired multiple disciplines in the real estate industry, and holds professional memberships to the Appraisal Institute (MAI) and Royal Institute of Chartered Surveyors (MRICS). Mr. Oji has spent the last 17 years developing multifamily and commercial properties as CEO of Sphinx Development Corp. (and related entities). Jay has developed in excess of 1,848,523 SF of real estate.

➤ We invest our time to maintain the long term integrity of any development project we are directly involved with.

Joseph Agumadu (*Executive VP/COO*) – Mr. Agumadu has been a principal in Sphinx for the past 12 years, and is responsible for overseeing the company's day-to-day operations as its Chief Operating Officer. Mr. Agumadu, a partner, is also responsible for the company's development/building operations, investments, and asset management functions.



➤ We pledge to remain within that community for the duration, preserving its value for the benefit of our residents, and

➤ We do everything possible to make our properties the best on the market – in deed, solving tomorrow's problems today!

Sam Sterling – *Director of Construction*, provides direct responsibility as Sphinx' general contractor and its liaison with , building officials, municipalities and owners.

Adolphus Oji, P.E. - *Project Manager* represents Sphinx as engineering construction consultant, design and liaison.

Vickie Woodard – *Director of Property Management*, directly responsible for Sphinx' site operational interests and in daily management of its asset properties.

Daniella Ortiz – *Compliance Manager*, provides direct oversight on Sphinx' site operations compliant to regulatory statutes, equity and lender interests.



Management Profile

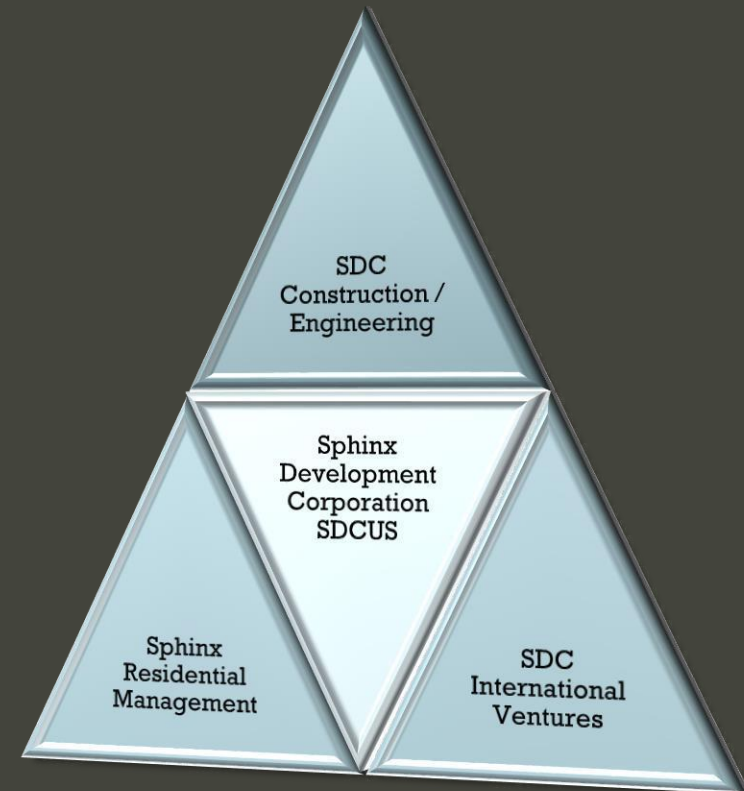


Mission: Common sense, keeping it simple, and doing it right the first time

Everything we do draws directly from this principle. Sphinx leaders, bring with them over 40 years of development, management, and construction experience with a cumulative value in excess of \$1billion dollars.

With every endeavor, Sphinx has approached each project with a cooperative mindset, working with clients, architects, engineers, sub-contractors and building officials toward a common goal-successful project delivery.

- We anticipate project challenges and develop solutions to meet our client’s objectives.
- We view each project we undertake as an opportunity to exceed client’s expectations.
- Our goal is to provide a superior level of service and peace of mind to clients from start to finish.



References

CDBG-DR



Louisiana Housing Corporation

August 10, 2017

Rick Sims
Noah Arc Community Development, Inc.
420 Walnut Street
Minden, LA 71055

RE: Mindenville Phase 2
Louisiana Neighborhood Landlord Rental Program Loan Contingent Commitment

The Louisiana Housing Corporation ("LHC") is pleased to inform you of its contingent commitment to make available to Noah Arc Community Development, Inc., a loan for permanent financing ("Take-Out Assistance") in the amount of \$500,000 to take out the construction financing necessary for its Mindenville Phase 2 project - the proposed new construction of six (6) units located at 700 Union Street, Minden, LA 71055 under its *Louisiana Neighborhood Landlord Rental Program* ("LNLRP").

The LHC's commitment is contingent upon compliance with the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58.

If you have not already entered a fully executed written construction contract, you must stop all repair or reconstruction work until you receive an environmental clearance and notification from the LNLRP to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP.**

If you have already entered into a fully executed written construction contract to develop the property located at 700 Union Street, Minden, LA 71055 and have begun work, you are permitted to proceed with that work, however no amendments or change orders to that contract are allowed until you receive an environmental clearance and notification from the LNLRP to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP.**

The funding source of the loan is Community Development Block Grant ("CDBG") funds. Your project is subject to CDBG Federal Grant Requirements to be referenced in the LNLRP Regulatory Agreement required to be filed as a record of covenant running with the land for your project financed under the LNLRP. The LNLRP Regulatory Agreement will be enforceable against you and your successors and assigns during the Affordability Period.

Upon satisfying the terms of LHC's loan agreement, all advances by the construction lender on the construction loan, up to the amount approved by LHC, will be paid by the LHC to the date the Take-Out Assistance is paid to the lender ("Conversion Date"). Take-Out Assistance shall include the aggregate

advances for eligible costs on a construction loan plus unpaid accrued interest for LMI Landlords to the Conversion Date. LHC's Lien position will determine the Conversion Date:

Permanent Loan in Senior Lien Position: If the Permanent Loan is in the senior lien position, the Conversion Date will be the later of (i) the date a certificate of occupancy of the Qualified Project is delivered to the Construction Lender and the LHC and (ii) the date the Construction Lender receives payment in full pursuant to the Take-out Commitment. Occupancy by a Qualified Household must occur not later than 90 days from the Conversion Date.

Permanent Loan in Subordinate Lien Position: If the Permanent Loan is subordinate to a third party permanent lien lender, the Conversion Date will be delayed until all residential rental units in the Qualified Project are occupied by a Qualified Household.

A requirement of Take-Out Assistance will be all inspection documents verifying the completeness of work according to the scope of work. This can be provided by the lender financing the project. If you are providing all financing to complete the work, LHC will commit inspectors to verify costs, and these documents will be retained with your project file.

Note any additional Duplication of Benefits received during the construction phase, i.e., SBA, NFIP, FEMA, or any other insurance proceeds could ultimately affect the award amount referenced within this contingent commitment letter.

The closing of the construction financing should not take place until you receive a notice to proceed from the program.

Your project entails the new construction of five (5) or more rental units, therefore, final construction documents (plans and specifications) must include Section 504 of the Rehabilitation Act of 1973 requirements at 24 CFR Part 8. A minimum of 5% of the total dwelling units or at least one (1) unit shall be accessible for persons with mobility impairments. An additional 2% or at least one (1) unit shall be accessible for persons with hearing or vision impairments.

Please contact Ray Rodriguez, Housing Finance Manager, at rrodriguez@lhc.la.gov or 225-763-8700 with any questions or concerns. We look forward to working with you on this initiative as we continue to walk the path of recovery and revitalize our communities.

Sincerely,



Robert M. Bizot, IV
Director of Recovery Housing



Louisiana Housing Corporation

August 10, 2017

Rick Sims
Noah Arc Community Development, Inc.
420 Walnut Street
Minden, LA 71055

RE: Mindenville Phase 3
Louisiana Neighborhood Landlord Rental Program Loan Contingent Commitment

The Louisiana Housing Corporation ("LHC") is pleased to inform you of its contingent commitment to make available to Noah Arc Community Development, Inc., a loan for permanent financing ("Take-Out Assistance") in the amount of \$500,000 to take out the construction financing necessary for its Mindenville Phase 3 project - the proposed new construction of six (6) units located at 432 Union Street, Minden, LA 71055 under its *Louisiana Neighborhood Landlord Rental Program* ("LNLRP").

The LHC's commitment is contingent upon compliance with the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58.

If you have not already entered a fully executed written construction contract, you must stop all repair or reconstruction work until you receive an environmental clearance and notification from the LNLRP to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP.**

If you have already entered into a fully executed written construction contract to develop the property located at 432 Union Street, Minden, LA 71055 and have begun work, you are permitted to proceed with that work, however no amendments or change orders to that contract are allowed until you receive an environmental clearance and notification from the LNLRP to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP.**

The funding source of the loan is Community Development Block Grant ("CDBG") funds. Your project is subject to CDBG Federal Grant Requirements to be referenced in the LNLRP Regulatory Agreement required to be filed as a record of covenant running with the land for your project financed under the LNLRP. The LNLRP Regulatory Agreement will be enforceable against you and your successors and assigns during the Affordability Period.

Upon satisfying the terms of LHC's loan agreement, all advances by the construction lender on the construction loan, up to the amount approved by LHC, will be paid by the LHC to the date the Take-Out Assistance is paid to the lender ("Conversion Date"). Take-Out Assistance shall include the aggregate

advances for eligible costs on a construction loan plus unpaid accrued interest for LMI Landlords to the Conversion Date. LHC's Lien position will determine the Conversion Date:

Permanent Loan in Senior Lien Position: If the Permanent Loan is in the senior lien position, the Conversion Date will be the later of (i) the date a certificate of occupancy of the Qualified Project is delivered to the Construction Lender and the LHC and (ii) the date the Construction Lender receives payment in full pursuant to the Take-out Commitment. Occupancy by a Qualified Household must occur not later than 90 days from the Conversion Date.

Permanent Loan in Subordinate Lien Position: If the Permanent Loan is subordinate to a third party permanent lien lender, the Conversion Date will be delayed until all residential rental units in the Qualified Project are occupied by a Qualified Household.

A requirement of Take-Out Assistance will be all inspection documents verifying the completeness of work according to the scope of work. This can be provided by the lender financing the project. If you are providing all financing to complete the work, LHC will commit inspectors to verify costs, and these documents will be retained with your project file.

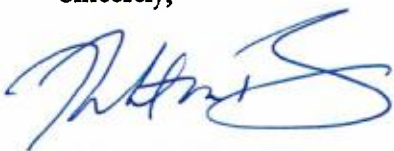
Note any additional Duplication of Benefits received during the construction phase, i.e., SBA, NFIP, FEMA, or any other insurance proceeds could ultimately affect the award amount referenced within this contingent commitment letter.

The closing of the construction financing should not take place until you receive a notice to proceed from the program.

Your project entails the new construction of five (5) or more rental units, therefore, final construction documents (plans and specifications) must include Section 504 of the Rehabilitation Act of 1973 requirements at 24 CFR Part 8. A minimum of 5% of the total dwelling units or at least one (1) unit shall be accessible for persons with mobility impairments. An additional 2% or at least one (1) unit shall be accessible for persons with hearing or vision impairments.

Please contact Ray Rodriguez, Housing Finance Manager, at rrodriguez@lhc.la.gov or 225-763-8700 with any questions or concerns. We look forward to working with you on this initiative as we continue to walk the path of recovery and revitalize our communities.

Sincerely,



Robert M. Bizot, IV
Director of Recovery Housing



Louisiana Housing Corporation

August 10, 2017

Rick Sims
Noah Arc Community Development, Inc.
420 Walnut Street
Minden, LA 71055

RE: Noah Arc Community Development, Inc.
Louisiana Neighborhood Landlord Rental Program Loan Contingent Commitment

The Louisiana Housing Corporation ("LHC") is pleased to inform you of its contingent commitment to make available to Noah Arc Community Development, Inc., a loan for permanent financing ("Take-Out Assistance") in the amount of \$500,000 to take out the construction financing necessary for its Noah Arc Community Development, Inc., project - the proposed new construction of six (6) units located at 420, 422, and 424 Walnut Street, Minden, LA 71055 under its *Louisiana Neighborhood Landlord Rental Program* ("LNLRP").

The LHC's commitment is contingent upon compliance with the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58.

If you have not already entered a fully executed written construction contract, you must stop all repair or reconstruction work until you receive an environmental clearance and notification from the LNLRP to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP.**

If you have already entered into a fully executed written construction contract to develop the property located at 420, 422, and 424 Walnut Street, Minden, LA 71055 and have begun work, you are permitted to proceed with that work, however no amendments or change orders to that contract are allowed until you receive an environmental clearance and notification from the LNLRP to proceed. **Failure to comply with these requirements may result in ineligibility for the LNLRP.**

The funding source of the loan is Community Development Block Grant ("CDBG") funds. Your project is subject to CDBG Federal Grant Requirements to be referenced in the LNLRP Regulatory Agreement required to be filed as a record of covenant running with the land for your project financed under the LNLRP. The LNLRP Regulatory Agreement will be enforceable against you and your successors and assigns during the Affordability Period.

Upon satisfying the terms of LHC's loan agreement, all advances by the construction lender on the construction loan, up to the amount approved by LHC, will be paid by the LHC to the date the Take-Out Assistance is paid to the lender ("Conversion Date"). Take-Out Assistance shall include the aggregate advances for eligible costs on a construction loan plus unpaid accrued interest for LMI Landlords to the Conversion Date. LHC's Lien position will determine the Conversion Date:

Permanent Loan in Senior Lien Position: If the Permanent Loan is in the senior lien position, the Conversion Date will be the later of (i) the date a certificate of occupancy of the Qualified Project is delivered to the Construction Lender and the LHC and (ii) the date the Construction Lender receives payment in full pursuant to the Take-out Commitment. Occupancy by a Qualified Household must occur not later than 90 days from the Conversion Date.

Permanent Loan in Subordinate Lien Position: If the Permanent Loan is subordinate to a third party permanent lien lender, the Conversion Date will be delayed until all residential rental units in the Qualified Project are occupied by a Qualified Household.

A requirement of Take-Out Assistance will be all inspection documents verifying the completeness of work according to the scope of work. This can be provided by the lender financing the project. If you are providing all financing to complete the work, LHC will commit inspectors to verify costs, and these documents will be retained with your project file.

Note any additional Duplication of Benefits received during the construction phase, i.e., SBA, NFIP, FEMA, or any other insurance proceeds could ultimately affect the award amount referenced within this contingent commitment letter.

The closing of the construction financing should not take place until you receive a notice to proceed from the program.

Please contact Ray Rodriguez, Housing Finance Manager, at rrodriguez@lhc.la.gov or 225-763-8700 with any questions or concerns. We look forward to working with you on this initiative as we continue to walk the path of recovery and revitalize our communities.

Sincerely,



Robert M. Bizot, IV
Director of Recovery Housing

Sponsor Characteristics (Competitive HTC Only)

Self Score Total:

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

If attempting to score as a certified HUB, evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab

No The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

Ownership Interest: **CANNOT BE LESS THAN 5%**

Cash flow from operations: **CANNOT BE LESS THAN 5%**

Developer Fee: **CANNOT BE LESS THAN 5%**

Total:

The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.

The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:

Property Management

Construction

Development

Financing

Compliance 


No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed:

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB's existence from the Texas Comptroller of Accounts is provided behind this Tab.

A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab. 

No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed:

Total Points Claimed:

Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

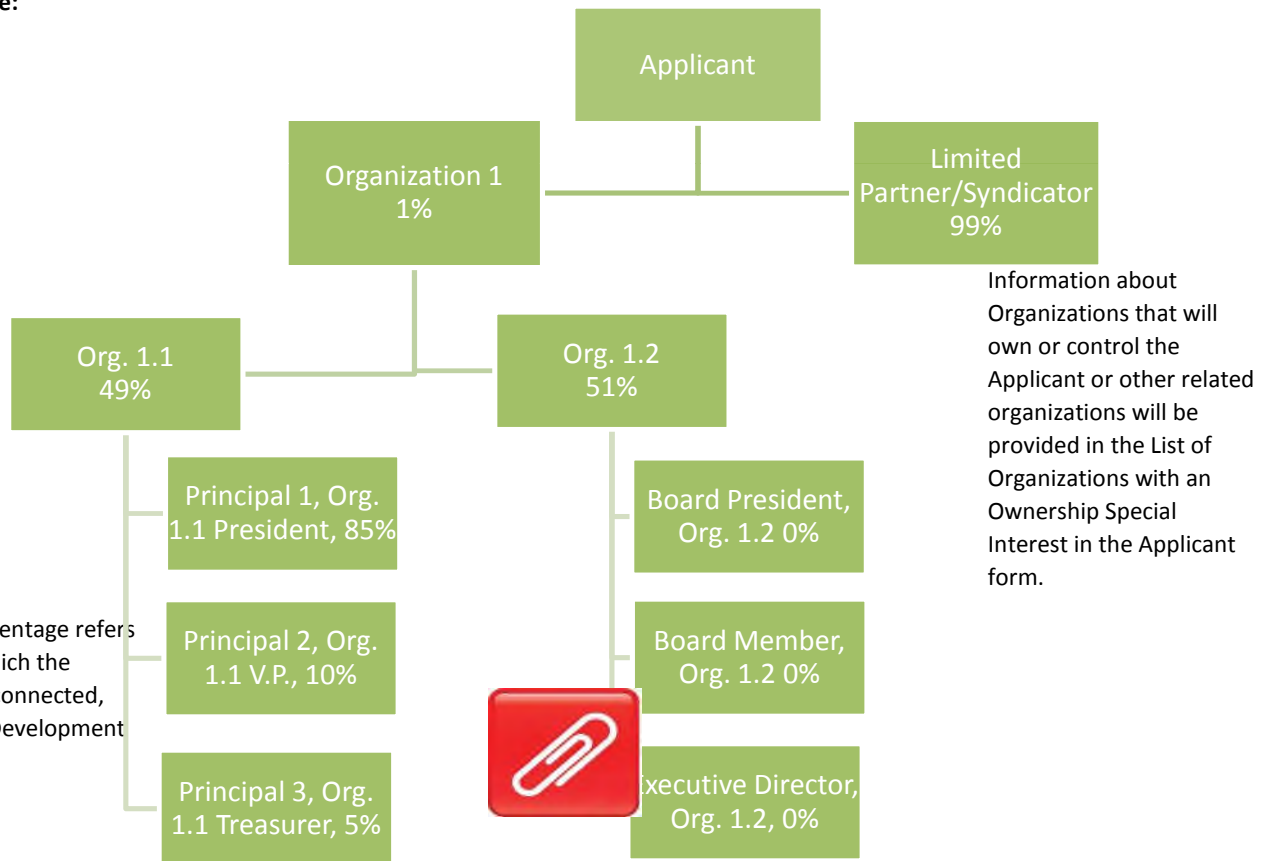
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

- (A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");
- (B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;
- (C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

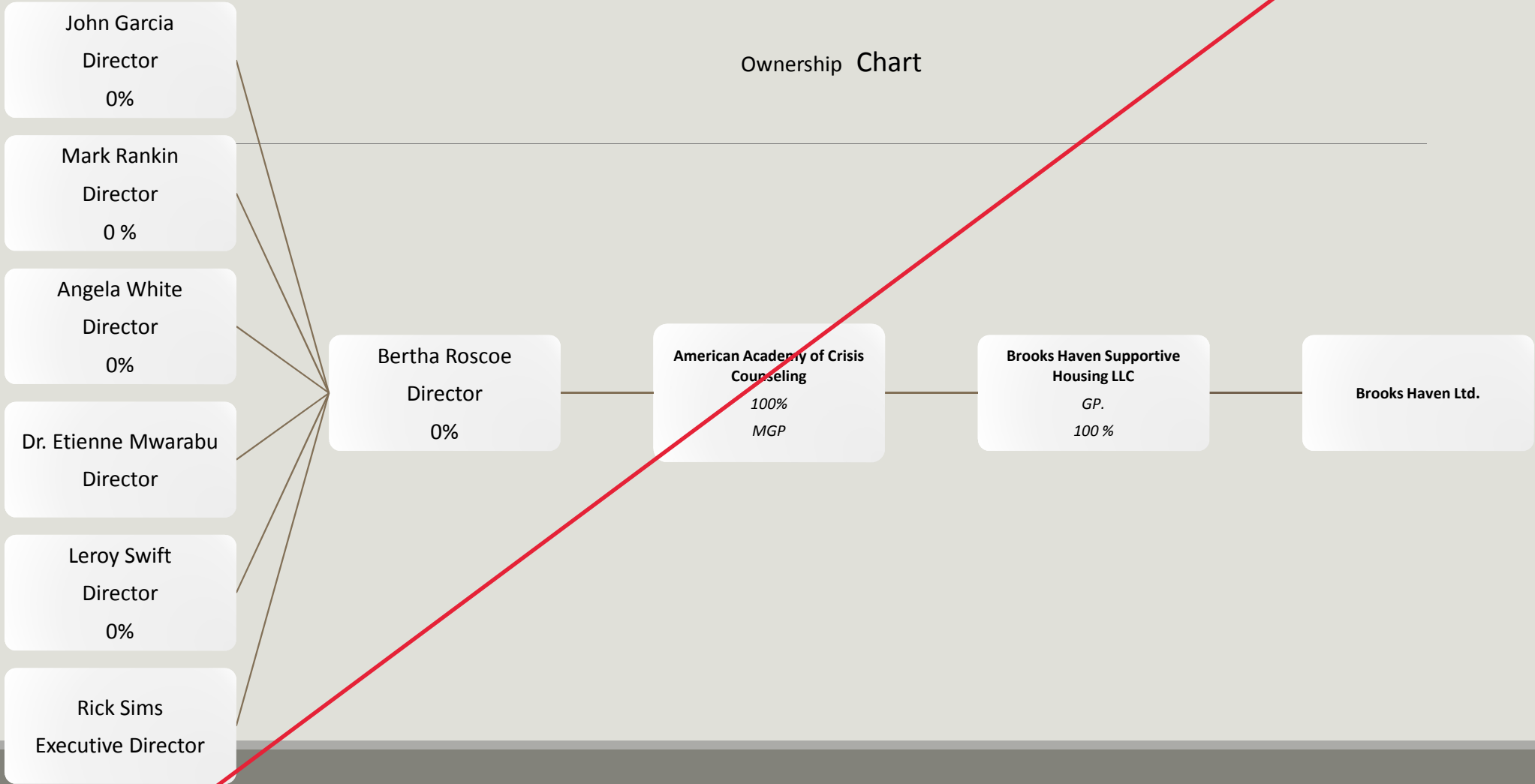


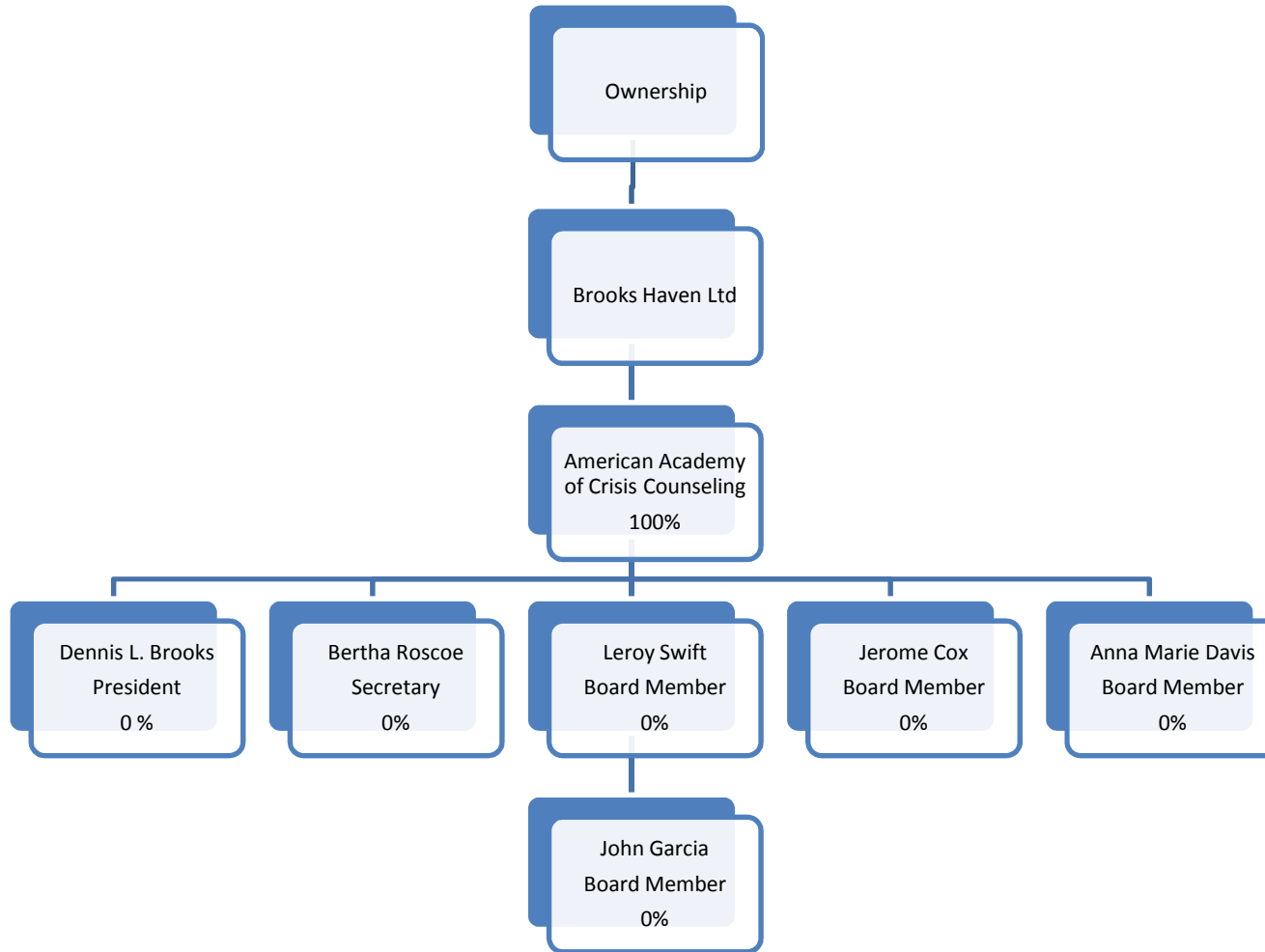
Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.



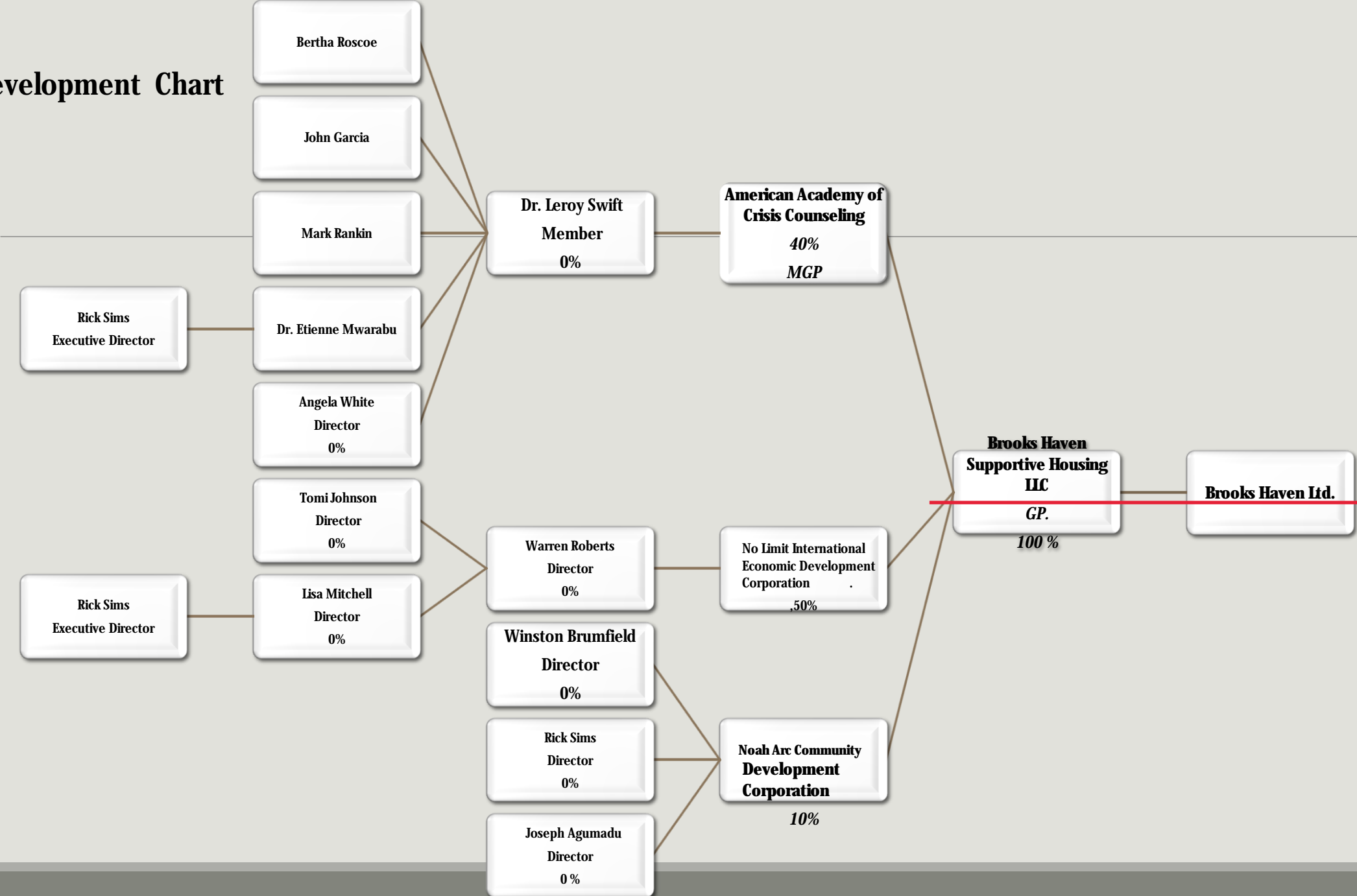
If a revised chart is submitted, include date of submission!

Ownership Chart

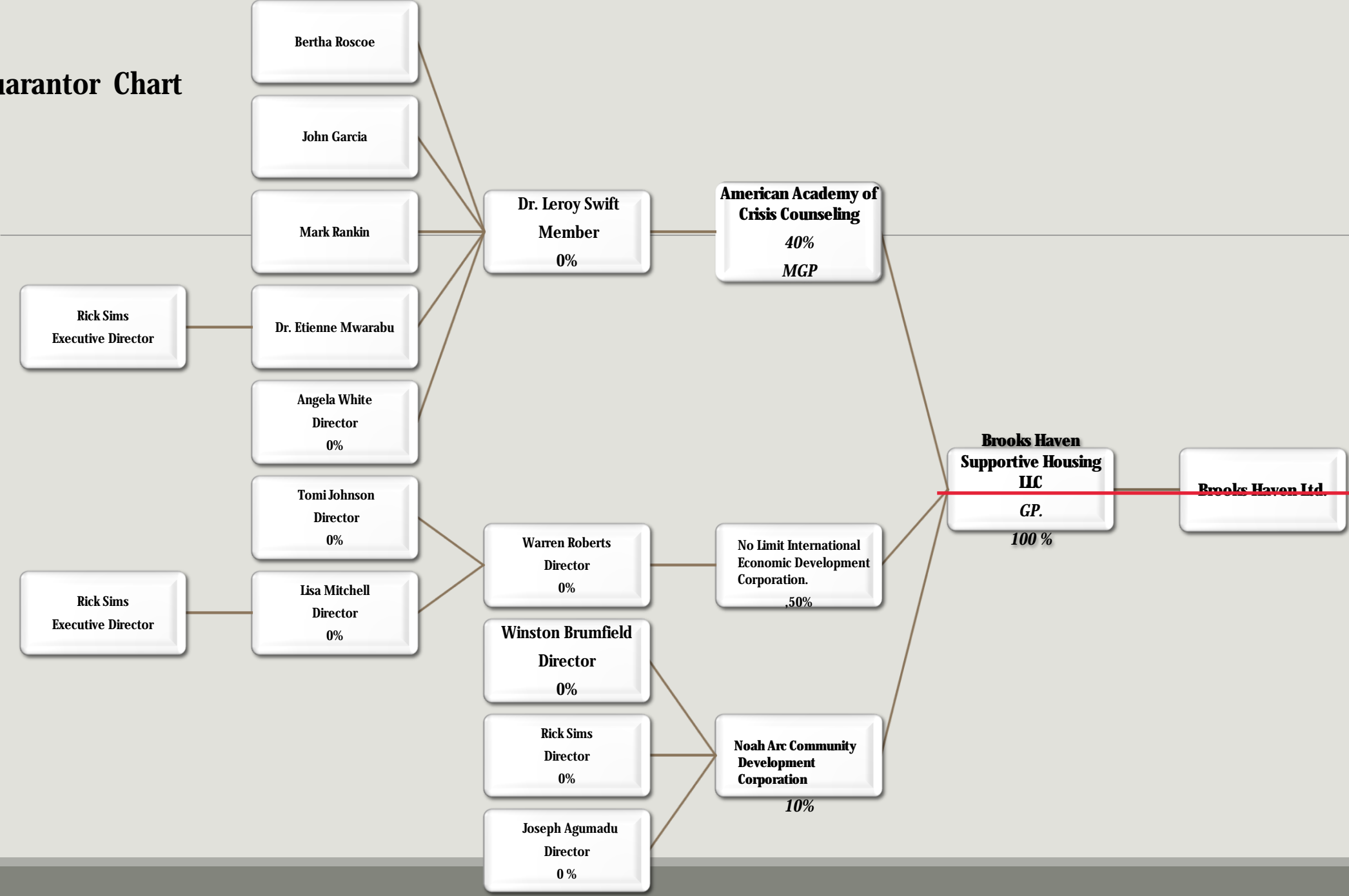




Development Chart



Guarantor Chart



List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Applicant Legal Name: <u>Brooks Haven, LTD</u>	
Address: <u>420 Walnut St.</u>	City: <u>Minden</u> State: <u>LA</u> Zip: _____
Name(s) of Entities the Organization Owns or Controls: <u>n/a</u>	
Organization legally formed? <u>No</u>	Date formed: <u>tbd</u> Legal Org is or will be: _____
Previous TDHCA Experience? <u>No</u>	Phone: _____ Email: <u>rrsims90aol.com</u>

Org. 1

Organization Legal Name: <u>Brooks Haven Supportive Housing, LLC</u>		Role/Title: <u>General Partner</u>
Address: <u>420 Walnut St.</u>		City: <u>Minden</u> State: <u>LA</u> Zip: _____
Name(s) of Entities the Organization Owns or Controls: <u>Brooks Haven, LTD</u>		
Organization legally formed? <u>No</u>	Date formed: <u>tbd</u>	Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>3183491588</u>	Email: <u>rrsims90@aol.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>	
List of Sub-Entities or Principals:		
1. <u>American Academy of Crisis Counseling</u>	2. <u>imitsInternational Economic Development Corpor.</u>	3. <u>Noha Arc Community Development Corp.</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: <u>American Academy of Crisis Counseling</u>		Role/Title: <u>General Partner</u>
Address: <u>103 Mulberry St.</u>		City: <u>Rockdale</u> State: <u>TX</u> Zip: <u>76567</u>
Name(s) of Entities the Organization Owns or Controls: <u>Brooks Haven Supportive Housing, LLC</u>		
Organization legally formed? <u>Yes</u>	Date formed: <u>7/13/2001</u>	Legal Org is or will be: <u>Non-Profit</u>
Previous TDHCA Experience? <u>No</u>	Phone: _____	Email: _____
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>	
List of Sub-Entities or Principals:		
1. <u>Dr. Leroy V. Swift</u>	2. <u>Bertha Roscoe PH.D.</u>	3. <u>John Garcia</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>
4. <u>Mark Rankin</u>	5. <u>Dr. Etienne Mwarabu</u>	6. <u>Angela White</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>

Org.

Organization Legal Name: <u>No Limits International Economic Development Corporation</u>		Role/Title: <u>Member</u>
Address: <u>2002 Highway 21 East</u>		City: <u>Bryan</u> State: <u>TX</u> Zip: <u>Lisa Mitchell</u>
Name(s) of Entities the Organization Owns or Controls: _____		
Organization legally formed? <u>Yes</u>	Date formed: <u>5/24/2007</u>	Legal Org is or will be: <u>Non-Profit</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>9795754577</u>	Email: <u>tbroberts@yahoo.com</u>
Organization is identified on Org. Chart: <u>Yes</u>	Ability to exercise Control over the Development? <u>Yes</u>	
List of Sub-Entities or Principals:		
1. <u>Warren Roberts</u>	2. <u>Tomi Johnson</u>	3. <u>Lisa Mitchell</u>
TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u>No</u>
4. <u>Rick Sims</u>	5. _____	6. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: Noah Arc Community Development Corporation Role/Title Member

Address: 5731 Memorial Dr. City: Houston State: TX Zip: 77007

Name(s) of Entities the Organization Owns or Controls: N/A

Organization legally formed? Yes Date formed: 12/10/2015 Legal Org is or will be: Non-Profit

Previous TDHCA Experience? No Phone: 3183491588 Email: rrsims90@aol.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. <u>Rick Sims</u>	2. <u>Winston Brumfield</u>	3. <u>Joseph Agumadu</u>
TDHCA Experience: <u>Yes</u>	TDHCA Experience: <u>No</u>	TDHCA Experience: <u>Yes</u>
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: _____ Role/Title _____

Address: _____ City: _____ State: _____ Zip: _____

Name(s) of Entities the Organization Owns or Controls: _____

Organization legally formed? _____ Date formed: _____ Legal Org is or will be: _____

Previous TDHCA Experience? _____ Phone: _____ Email: _____

Organization is identified on Org. Chart: _____ Ability to exercise Control over the Development? _____

List of Sub-Entities or Principals:

1. _____	2. _____	3. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.



**TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS**
Building Homes. Strengthening Communities.

TAB 39

**Previous Participation
Form**

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Owner

Email Address: RRsims90@aol.com

City & State of Home Addr: Rockdale Texas

Applicant Legal Name: Brooks Haven Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Board Member

Email Address: RRsims90@aol.com

City & State of Home Addr: Rockdale Texas

Applicant Legal Name: Jerome Cox

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Brooks Haven Supportive Housing, LLC

Email Address: rsims90@aol.com

City & State of Home Addr: Minden, LA

Applicant Legal Name: Brooks Haven LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual

Person/Role: Anna M. Davis

Email Address: _____

City & State of Home Addr: Round Rock, Texas

Applicant Legal Name: Brooks Haven LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual

Person/Role: No Limits International Economic Development Corporation

Email Address: tbroberts40@yahoo.com

City & State of Home Addr: Bryan, Texas

Applicant Legal Name: Brooks Haven LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual

Person/Role: Tomi Johnson

Email Address: _____

City & State of Home Addr: Bryan, Texas

Applicant Legal Name: Brooks Haven LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual

Person/Role: Lisa Mitchell

Email Address:

City & State of Home Addr: College Station, Texas

Applicant Legal Name: Brooks Haven LTD

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

TDHCA ID#	Property Name	Property City	Program	Control began (mm/yy)	Control End (mm/yy)

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

Community Affairs:	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
HOME:	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
HTF/OCI:	AYBR		Bootstrap		CFDC		Self-Help	
Other:							NSP	

Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name: American Academy of Crisis Counseling

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? Yes

If no to the question above, what is its current legal status? in good standing

If "Other" please specify: _____

Date of legal formation of Nonprofit Organization: 7/13/2001

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? No

If "Yes", will this nonprofit organization Control the Applicant? Yes

What is the ownership percentage of this nonprofit organization? 100%

2) Describe the nonprofit's participation: C will participate in all aspects of the project from application to managen

3) Describe the nonprofit's participation in the operation of the Development throughout the Compliance and/or extended use period:

AACC will actively be involved from the application process, closing, construction, placement in service, and management as well as all reports post award due to TDHCA.

4) Will the nonprofit receive part of the development fees paid in connection with the development? Yes

If "Yes," explain: Development Team is composed of all non-profit organizations

LIST OF THE NONPROFIT ORGANIZATION'S BOARD MEMBERS, DIRECTORS AND OFFICERS

Dr. Leroy V. Swift		President	
Name		Title	
1804 Murray Ave.		Rockdale	Rockdale TX 76567
Address		City	State Zip
(512) 446-2574			Teacher/Educator
Phone	Ext.	Fax or Email	Occupation
Bertha Roscoe PH.D.		Secretary	
Name		Title	
512 Maple Run Dr.		Round Rock	TX 78664
Address		City	State Zip
(512) 425-4211			
Phone	Ext.	Fax or Email	Occupation
John Garcia		Member	
Name		Title	
1007 S FM 908		Rockdale	TX 76567
Address		City	State Zip
(512) 867-1323			
Phone	Ext.	Fax or Email	Occupation
Dr. Mark Rankin		Member	
Name		Title	
783 Winding Oaks		Waco	TX 76704
Address		City	State Zip
(254) 867-1323			
Phone	Ext.	Fax or Email	Occupation
Dr. Etienne Mwarabu		Member	
Name		Title	
38069 Stoney Creek Ln		College Station	Tx 76704
Address		City	State Zip
(979) 220-4904			
Phone	Ext.	Fax or Email	Occupation
Angela White		Member	
Name		Title	
728 Green St.		Rockdale	Tx 76567
Address		City	State Zip
(512) 446-0119			
Phone	Ext.	Fax or Email	Occupation
Rick Sims		Executive Director	
Name		Title	
420 Walnut St		Minden	LA 71055
Address		City	State Zip
(318) 349-1588		RRsims90@aol.com	
Phone	Ext.	Fax or Email	Occupation

Name		Title	
Address		City	State Zip
Phone	Ext.	Fax or Email	Occupation
Name		Title	
Address		City	State Zip
Phone	Ext.	Fax or Email	Occupation
Name		Title	
Address		City	State Zip
Phone	Ext.	Fax or Email	Occupation
Name		Title	
Address		City	State Zip
Phone	Ext.	Fax or Email	Occupation
Name		Title	
Address		City	State Zip
Phone	Ext.	Fax or Email	Occupation
Name		Title	
Address		City	State Zip
Phone	Ext.	Fax or Email	Occupation

Nonprofit Supporting Documents Should be Included Behind this Tab

Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant
(not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence
(not applicable to Tax-Exempt Bond Developments)



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 2 2003

AMERICAN ACADEMY OF CRISIS
COUNSELING
C/O D L BROOKS SR
103 MULBERRY
ROCKDALE, TX 76567

Employer Identification Number:
74-3008437
DLN:
17053017052003
Contact Person:
MRS T FARR ID# 52404
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware

Letter 947 (DO/CG)

AMERICAN ACADEMY OF CRISIS

of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

AMERICAN ACADEMY OF CRISIS

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

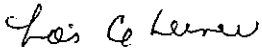
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


for Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure(s):
Addendum

Letter 947 (DO/CG)

AMERICAN ACADEMY OF CRISIS

You agreed to being classified as a public charity.

Letter 947 (DO/CG)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

OCT 13 2015

NOAH ARC COMMUNITY DEVELOPMENT
CORPORATION INC
420 WALNUT ST
MINDEN, LA 71055-0000

Employer Identification Number:
45-4736399
DLN:
26053680001355
Contact Person: CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 10, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

NOAH ARC COMMUNITY DEVELOPMENT

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper", written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 12 2012**

NO LIMITS INTERNATIONAL ECONOMIC
DEVELOPMENT CORPORATION
C/O WARREN ROBERTS
2002 HIGHWAY 21 EAST
BRYAN, TX 77806

Employer Identification Number:
26-1604610
DLN:
17053032399012
Contact Person:
WILLIAM SCHRODER ID# 31694
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 15, 2011
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

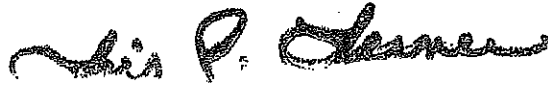
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

NO LIMITS INTERNATIONAL ECONOMIC

Sincerely,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with a large initial "L".

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

NO LIMITS INTERNATIONAL ECONOMIC

We considered and approved your request for retroactive reinstatement under Notice 2011-43.

OGDEN UT 84201-0038

In reply refer to: 0437870217
Feb. 13, 2013 LTR 4168C 0
26-1604610 000000 00
00035726
BODC: TE

NO LIMITS INTERNATIONAL ECONOMIC
DEVELOPMENT CORPORATION
% WARREN ROBERTS
2002 HIGHWAY 21 E
BRYAN TX 77803-2830



032029

Employer Identification Number: 26-1604610
Person to Contact: Exempt Organizations
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 04, 2013, request for information regarding your tax-exempt status.


Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March, 2012.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

OGDEN UT 84201-0038

032029.156028.0141.003 1 MB 0.405 536




NO LIMITS INTERNATIONAL ECONOMIC
DEVELOPMENT CORPORATION
% WARREN ROBERTS
2002 HIGHWAY 21 E
BRYAN TX 77803-2830

032029

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.



The IRS address must appear in the window.

Use for payments

BODCD-TE

0437870217

Letter Number: LTR4168C
Letter Date : 2013-02-13
Tax Period : 000000

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038





261604610

NO LIMITS INTERNATIONAL ECONOMIC
DEVELOPMENT CORPORATION
% WARREN ROBERTS
2002 HIGHWAY 21 E
BRYAN TX 77803-2830

261604610 SW NOLI 00 2 000000 670 0000000000

**No Limits International Economic
Development Corporation**

Financial Statements
For the Year Ended December 31, 2015



Ingram, Wallis & Co., P.C.

No Limits International Economic
Development Corporation
Financial Statements
For the Year Ended December 31, 2015



Ingram, Wallis & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
No Limits International Economic Development Corporation

Management is responsible for the accompanying financial statements of No Limits International Economic Development Corporation (a nonprofit organization), which comprise the statement of financial position as of December 31, 2015, and the related statement of activities for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, or provide any form of assurance on these financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required in financial statements prepared in accordance with accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Bryan, Texas
October 28, 2016

Ingram, Wallis & Company

No Limits International Economic Development Corporation
Statement of Financial Position
December 31, 2015

Assets

Current Assets

Cash	\$ 20,902
Inventory - Construction in Progress	<u>69,523</u>

Total Current Assets	<u>90,425</u>
----------------------	---------------

Property and Equipment

Buildings	110,266
Equipment	851
Accumulated Depreciation	<u>(4,297)</u>

Net Property & Equipment	<u>106,820</u>
--------------------------	----------------

Other Assets

Note Receivable	<u>15,600</u>
-----------------	---------------

Total Assets	<u><u>\$ 212,845</u></u>
--------------	--------------------------

Liabilities and Net Assets

Current Liabilities

Construction Loan - 6102779	<u>\$ 2,014</u>
-----------------------------	-----------------

Noncurrent Liabilities

Construction Loan - 6102430	17,595
Note Payable - Pruitt	<u>81,268</u>

Total Noncurrent Liabilities	<u>98,863</u>
------------------------------	---------------

Total Liabilities	<u>100,877</u>
-------------------	----------------

Net Assets

Unrestricted	<u>111,968</u>
--------------	----------------

Total Liabilities and Net Assets	<u><u>\$ 212,845</u></u>
----------------------------------	--------------------------

See accountants' compilation report.

No Limits International Economic Development Corporation
Statement of Activities
For the Year Ended December 31, 2015

	<u>Unrestricted</u>
Revenue and Other Support	
Home Sales	\$ 379,110
Less: Cost of Sales	<u>(352,844)</u>
Net Gain/(Loss)	<u>26,266</u>
Miscellaneous	669
Rent	<u>10,283</u>
Total Revenue and Other Support	<u>37,218</u>
Expenses	
Utilities	142
Fees	202
Website	1,050
Property Taxes	3
Insurance	3,436
Interest	10,266
Depreciation	2,757
Professional Fees	4,855
Maintenance	3,205
Office Supplies	41
Contract Labor	15,000
Travel	489
Administrative	<u>23</u>
Total Expenses	<u>41,469</u>
Change in Net Assets	(4,251)
Net Assets at Beginning of Year	<u>116,219</u>
Net Assets at End of Year	<u><u>\$ 111,968</u></u>

See accountants' compilation report.

BY-LAWS
Of
NO LIMITS INTERNATIONAL
ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I
NAME AND OFFICE

Section 1. Name. The name of the Corporation shall be **No Limits International Economic Development Corporation.**

Section 2. Offices. The principal office of the Corporation shall be located in Brazos County, Bryan, Texas, as shall be determined by the Board of Directors. Other places of business may be established within or without the State of Texas as designed by the Board of Directors.

Article II
PURPOSE

No Limits International Economic Development Corporation is organized and shall be operated exclusively for charitable and educational purposes, including for such purposes but without limitation:

- A. "To stimulate, create, develop, manage and provide safe, quality, affordable housing and supportive services which benefit low-income families, extremely low income families and other disadvantaged persons including but not limited to supportive housing for Veterans and Homeless Veterans, supportive housing for the Elderly, supportive housing for Persons with Disabilities and modernized supportive Housing Opportunities for Persons with AIDS."
- B. To provide a full service housing counseling agency and business counseling agency to the public in need of such services.
- C. To provide or make available the technical skills and knowledge needed to successfully undertake the construction or rehabilitation of residential or commercial property of the operation of a business consistent with the purpose of the Corporation.
- D. To establish and operate business enterprises consistent with the purpose of the Corporation.
- E. To conduct any other legal charitable and educational activities.

**ARTICLE III
CORPORATION POWERS**

The Corporation shall have all the powers which are not inconsistent with the law.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. Power and Authority of the Board of Directors. Except as otherwise provided by law, all of the authority of the Corporation shall vest in and be exercised by the Board of Directors.

Section 2. Number. The number of Directors of the Corporation shall not be less than three (3) nor more than fifteen (15).

Section 3. Composition.

Every effort shall be made to insure that the Board composition is balanced with respect to: race and ethnicity; gender; age; geography; rural/urban; needed skills, experience and relationships.

- At least one Board of Directors will be a Certified Educator with a degree in Education, Counseling, or Child Development. This person needs to have worked education system as teacher, principal, or counselor for at least five years.
- At least one Board of Directors will be a Professional Business Owner with at least five years experience operating his/her own business.
- At least one Board of Directors will be a Licensed Real Estate Professional with at least five years experience in the Real Estate Field in the area of a Broker, Developer, Inspector, Appraiser, etc.
- At least one Board of Directors will be a Accounting / finance professional with a Bachelors Degree in Accounting or Finance and with at least five years experience in the accounting / finance field.
- At least one Board of Directors will be a Certified Medical Professional with a Degree in Nursing, Medicine, Biology, or any medical field and with at least five years experience in the medical field.

Section 4. Other qualifications.

- At least one-third of the board members must live in the community this corporation is serving.
- At least one Board of Directors shall be low-to-moderate income individual.
- Not more than one Board of Directors may be a Board of Directors of the same church.
- No two board members can be relatives to each other

Section 5. Term of Office. The term of office shall be three (3) years. Members of the initial board shall be elected to serve for first staggered term of office, then the Secretary of the Corporation shall assign each Director to a numbered group and shall make a chance selection between or among the numbered group (by selecting among numbered lots or by some other chance selection procedure.) The group corresponding to the number so chosen shall be subject to election to a staggered term at the meeting.

Section 6. Appointed / Election. The initial Board of Directors shall be appointed by the Corporation's Initial Registered Agent. Afterwards, the Directors shall be elected at the annual meeting by the Regular members for staggered two-year terms, but, when the annual meeting is not held or directors are not elected at the annual meeting, they may be elected at a special meeting called and held for that purpose.

Section 7. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by majority vote of the Board of Directors for the remainder of the unexpired term.

Section 8. Resignations. Any Director may resign, which resignation shall be effective on giving written notice to the Secretary or within one week thereafter as may be specified in the notice. Any Director who shall be absent from three consecutive regular meetings of the Board or four regular meetings whether consecutive or not during the year shall be regarded as thereby resigning from the Board and shall be so notified by the Secretary.

Section 9. Removal. Any Director, except the Corporation's Initial Registered Agent, may be removed with or without cause by majority vote of the Board at a regular or special meeting of the Board upon 30 days written notice to the member to be considered for removal.

Section 10. Conflict of Interest. No Director shall vote on any matter in which, to his or her knowledge, the Director, the Director's immediate family or partner, or an organization in which the Director is serving as officer, trustee, partner, employee, or independent contractor has a direct or indirect financial interest as defined by the policies of the Board of Directors. A Director shall disclose fully the nature of any potential conflict of interest. Failure to do so shall cause removal from the Board.

Section 11. Compensation. No compensation shall be paid to Directors for their service as Directors.

Section 12. Reimbursement. Directors may be reimbursed by the Corporation solely for out-of-pocket expenses incurred in the performance of their duties for the Corporation.

ARTICLE V

BOARD OF DIRECTORS MEETINGS

Section 1. Quorum and Manner of Acting. A simple majority of the whole Board of Directors, a majority of whom shall be low-income persons or representatives of the low-income community, shall constitute a quorum. The act of the majority of the Directors present at a meeting which a quorum is present shall be the act of the Board of Directors except as otherwise required by statute, the Article of Incorporation, or these By-Laws. If no quorum is present, a majority of the Directors present may adjourn the meeting from time to time without notice.

Section 2. Annual Meeting. Annual meetings of the Board of Directors shall be held at such time and on such date in May of each fiscal year as may be fixed by the Board and stated in the notice of the meeting for the consideration of reports to be laid before such meeting; to review the annual audit, to elect members to the Board and to elect the officers of the Corporation and to transact such other business as may properly come before the meeting.

Section 3. Regular Meeting. The Board of Directors shall meet monthly. The Board of Directors, upon resolution, may provide the time and place for regular meetings of the Board, without special notice other than such resolution. Except as otherwise provided by statute, the Article of Incorporation, or these By-Laws, and all business may be transacted at any regular meeting.

Section 4. Special Meetings. The President of the corporation or any three (3) Directors may call special meetings of the Board of Directors. Special meetings shall be held in person at the date and time set by the President and shall be held at such times and places as may be specified in such call.

Section 5. Notice. Notice of any special meetings of the Board of Directors shall be provided by mail or telegram to each Director at the address indicated by the records of the Corporation at least ten (10) days not more than twenty-five (25) days prior to such meeting. This notice shall contain the date, time and place of such meetings, as well as a brief statement of purpose for the meeting. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting.

Section 6. Action Without Meeting. Any action which may be taken at any meeting of the Board, or of any committee, may be taken without such meeting by one or more written documents signed by all directors sitting forth the action to be taken. The written action shall be filed with the secretary of the Corporation in the permanent records.

Section 7. Voting. Each member of the Board shall have one vote. There shall be no proxy voting.

ARTICLE VI COMMITTEES

Section 1. Standing Committees. There shall be three (3) standing committees, each of which shall consist of at least (2) Directors appointed by the Board of Directors, plus such other persons as the Board of Directors may appoint; provided, however, the total number of voting, non-Director committee members shall always be less than the number of voting Director committee members. The Board of Directors may appoint any number of non-voting committee members. A majority of voting members of each committee present at any committee meeting shall constitute a quorum. Vacancies in such committee shall be filled by the Board of by such other procedure as approved by the board.

Such committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing, the By-Laws, electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; amending the Article of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage, or all or substantially all of the property and assets of the Corporation, or amending, altering, or repealing any resolution amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed on it, him or her, by law.

The names and general functions of the standing committees are as follows:

- 1) **Finance and Budget Committee.** The Finance and Budget Committee shall be responsible for fundraising, setting annual budgets, and overseeing the financial aspects of the Corporation.
- 2) **Operation Committee.** The Operation Committee shall monitor the general operation, activities and effectiveness of the Corporation including: developing personnel policies and procedures, office space and operations, evaluations of program components, liaison with other organizations, work program development; development of the annual work plan; and development and revision the strategic plan.
- 3) **Acquisition and Development Committee.** The Acquisition and Development Committee shall be responsible for locating undeveloped and developed properties and to coordinate with the Finance and Budget Committee for the acquisition and development of the properties.

Section 2. Other Board Committees. The Board of Directors may provide for such other standing of special committees as it deems desirable and discontinue these committees at its pleasure. Each such committee shall consist of two or more directors elected by the Board. Non-Directors may be appointed to committees with the consent of the Board. committees shall have such powers and perform such duties or functions, not inconsistent with law, as may be delegated to them by the Board. A majority of members of each committee present at any committee meeting shall constitute a quorum. Vacancies in such committees shall be filled by the Board.

Section 3. Other Committees and Advisory Groups. The Board of Directors may provide for such other committees and advisory groups, consisting in whole or in part of non-Directors, as it deems desirable and discontinue these committee and groups at it pleasure. Each such committee and group shall be advisory to the Board and shall have no power to act on behalf of the Corporation. Appointments to the filling of vacancies on such committees and groups shall be the responsibility of the Board of Directors.

The Advisory of the corporation is a community of residents in a specific geographical location appointed by the Board. The purpose of the group is to interpret the needs and interests of the community they represent and the corporation regarding programs, ideas, and activities that satisfy these needs and/or interests.

Section 4. Committee Reporting. Any action by any committee or group shall be reported to the Board at its next meeting after such action. Actions taken by any committee or group shall be subject to control, revision and alteration by the Board provided that no rights of third persons shall be prejudicially affected.

ARTICLE VII OFFICERS

Section 1. Officers. Officers of the Corporation shall be President, Vice President, Secretary, and Treasure. The President may not hold, simultaneously, and other office of the Corporation. All officers shall be Board Members.

Section 2. Selection of Officers. The officers of the Corporation shall be elected by a majority of the Board of Directors at the Annual meeting.

Section 3. Term of Office. The term of office of any elected officer of the Corporation shall begin immediately following election and such officers shall serve for a period of one year or until his/her successor takes office.

Section 4. Removal of Officers. Any officer may be removed with or without cause by affirmative vote of a majority of the Board, accept the Corporation's Initial Registered Agent.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or the President or Secretary of the Corporation. Any such resignation shall take effect at the date of reception of such notice or at any later date specified therein and unless otherwise specified, the acceptance of a resignation shall not be necessary to make it effective.

Section 6. Duties of Officers.

(a) The President shall be the chief elected officer of the Corporation, shall preside at all business meetings, and shall be President of and preside at meeting of the Board. The President shall appoint the members of all committees except as otherwise specified in the By-Laws of the Corporation, and shall be ex-officio member of all committees without vote. She/he may sign with the secretary or any other proper officer of the Corporation authorized by the Board of

Directors, any deed, mortgage, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the Corporation; and in general she/he shall perform all duties incident to the office of President and such other duties as shall be prescribed by Board of Directors from time to time.

(b) The Vice President shall serve as the President for meeting in absence of the President or in the event of his/her inability or refusal to act, conduction business as provided by the By-Laws of the Corporation.

(c) The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose and shall submit these minutes for approval by the respective bodies; see that all notices are given in accordance with the By-Laws; be custodian of the Corporation's records; keep a register of the post-officer address for each member; and in general perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors. The Secretary shall be under such bond as may be determined by the Board.

(d) The Treasurer shall have charge and custody and be responsible for all funds and securities of the Corporation from any source whatsoever and deposit such monies in the name of the Corporation in such financial institution or investments as shall be elected in accordance with these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors. The Treasurer shall be under such bond as may be determined by the Board.

ARTICLE VIII CONDUCT OF THE BUSINESS OP THE CORPORATION

Section 1. Raising of Funds. The Board of Directors shall be responsible for the solicitation and raising of funds to finance the operations of the Corporation.

Section 2. Distribution of Funds. The Board of Directors shall determine the allocation of funds for each fiscal year and reallocation during the year.

Section 3. Contracts. The Board of Directors may authorize and officer or agent of the Corporation in addition to the officers authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on the behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4. Checks, Drafts, Etc. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such persons and manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or Assistant Treasurer and countersigned by the President or Vice President of the Corporation.

Section 5. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies, and other depositories as the Board of Directors may elect.

Section 6. Investments. The Corporation shall have the right to retain all or any part of any property, real, personal, tangible, acquired by it in whatever manner, and pursuant to the direction and judgment of the Board, to invest and reinvest any funds held by it without being restricted to the class of investments available to directors by law or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action would result in denial or revocation of the Corporation's exemption from federal income taxation under the Internal Revenue Code and its regulations.

Section 7. Gifts and Loans. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, devise, or loan for the general purpose or for any special purposes of the Corporation.

Section 8. Annual Report. Not less than thirty (30) days and more than forty-five (45) days prior to the annual meeting, the Secretary of the Corporation shall cause to be printed and published an annual report and financial statement. The Secretary shall transmit at least one (1) copy of the annual report and financial statement to each Director not less than twenty-one (21) days prior to the annual meeting.

ARTICLE IX EXECUTIVE DIRECTOR

Section 1. Day-to-Day Management. The Board of Directors may appoint or hire an Executive Director to be primarily responsible for the day-to-day operations of the Corporation.

Section 2. Record Keeping. The Executive Director shall be made primarily responsible for keeping current and accurate records for the operations of the Corporation.

Section 3. Board Member. The Executive Director shall be an ex-official member of the Board and shall be an official Board of Directors without voting rights. The Executive Director shall be an unofficial member of all committees.

Section 4. Term. The Executive Director shall serve until she/he resigns or is removed by a majority vote of the Board of Directors.

Section 5. Employees. The Executive director shall be solely responsible for hiring, firing and supervising of employees of the Corporation. The Executive Director may fill only positions approved by the Board of Directors.

Section 6. Performance Review. The Executive Director shall be subject to performance reviews by the Board of directors at least every six months in the first year of employment and at least once per year thereafter.

**ARTICLE X
LEGAL COUNSEL**

The Board of Directors shall appoint legal counsel. All legal matters shall be promptly referred by the Board of Directors to counsel for opinion and advice. No director may also serve as legal counsel.

**ARTICLE XI
FINANCIAL AUDIT**

The books of the Corporation shall be audited annually by a certified public accountant appointed by the Board of Directors. No director may also serve as auditor. The auditor report shall be filed with the records of the Corporation and the auditor shall meet with the Board of Directors to present his/her finding and recommendations.

**ARTICLE XII
DISSOLUTION**

Upon the dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute any remaining assets of the Corporation exclusively for charitable or educational purpose to such "qualified" organization or organizations as the Board of Directors shall determine. An organization shall be deemed to be a "qualified" organization if at the time of the distribution of such assets it is organized and operated exclusively for the purpose described in Section 17 (c)(2)(B) of the Internal Revenue Code and is described in Section 509 (a)(91), (2) or (3) of the Code.

**ARTICLE XIII
NO PRIVATE INUREMENT PROVISION**

No part of the net income or net assets of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, members or other private persons. However, the corporation is authorized to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of its tax-exempt purposes.

**ARTICLE XIV
INDEMNIFICATION OF ADVISORS**

The Board, officers, employees, and advisors of the Corporation shall not, in their capacity as Directors, officers, employees and advisors, be liable for the obligations of the Corporation. The Corporation shall indemnify and hold harmless each Director for any and all liability which may be imposed upon him/her as a Director of the Corporation, provided, however that this right of indemnify any Director for the commission of any unlawful act. The Corporation may purchase such "Directors and Officers" liability and corporate reimbursement insurance as the Board may deem appropriate to cover the Corporation's obligations and prerogatives.

**ARTICLE XV
BOOK AND RECORDS**

The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep a record of the Corporation may be inspected by any member, or his/her agent of attorney for any proper purpose at any reasonable time where such inspection does not infringe upon the rights of clients of the Corporation.

**ARTICLE XVI
FISCAL YEAR**

The fiscal year shall be the calendar year.

**ARTICLE XVII
SEVERABILITY**

If any part of these By-Laws shall be found to be invalid or ineffective, the validity and the effectiveness of the remaining provisions shall not be affected.

**ARTICLE XVIII
AMENDMENTS**

These By-Laws may be amended or repealed by two-thirds vote of the whole Board.

ARTICLE XIX

BOARD MEMBERS AND SIGNATURES

Board Member Names and Signatures are located on following pages.

SIGNATURE PAGE OF INITIAL BOARD OF DIRECTORS

Warren Roberts

DATE: 4/14/13

WARREN ROBERTS, President:
2017 Old Hearne Road
Bryan, Texas 77803

Lisa Mitchell

DATE: 4/14-13

Lisa Mitchell, Development Director
7301 Old Jones Road
College Station, Texas 77845

Tomi Johnson

DATE: 4/14/13

Tomi Johnson, Board Member
2326 Yellowstone Dr.
Bryan, Texas 77803

Angela Malys

DATE: 4/16/13

Angela Malys, Secretary
2406 Blanco Dr. Apt B.
College Station, Texas 77845

Toni Smith

DATE: 4/14/13

Toni Smith, Treasurer
2311 Bristol
Bryan, Texas 77802

I certify the above to be true and give witness by my signature that I Angela Malys
at 2002 Highway 21 East, Bryan, Texas 77806 am the current and/or acting Secretary of No Limits IEDC
which is located at 2002 Highway 21 East, Bryan, Texas 77806.
PH: (979) 778-7680; FAX: (979) 778-1388

Signed the 14th day of APRIL, 2013

President: Warren Roberts

Signature: Warren Roberts

Address: 2017 Old Hearne Road, Bryan, Texas 77803

PH: (979) 778-6063; FX: (979) 778-1388

Email: jrobertsb2@msn.com



COMPTROLLER OF PUBLIC ACCOUNTS

P.O. BOX 13528
AUSTIN, TX 78711-3528

May 30, 2003

Ms. Clara Brooks
American Academy of Crisis Counseling
Post Office Box 1157
Rockdale, Texas 76567

Dear Ms. Brooks:

American Academy of Crisis Counseling is exempt from Texas franchise tax and sales tax as a 501(c)(3) organization effective July 13, 2001. For franchise tax purposes, the taxpayer number is 3-20035-8656-0. Please let us know if you receive franchise tax notices after the date of this letter. If we have reason to believe the organization no longer qualifies for exemption, we will notify the registered agent that the exempt status is under review.

The corporation may issue the enclosed exemption certificate instead of paying tax when purchasing taxable items that relate to the purpose of the exempt organization and are not used for the personal benefit of a private member or individual. The enclosed certificate does not require a number to be valid. The exemption certificate is available online at <http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>. Click on *01-339 (Back) Texas Sales and Use Tax Exemption Certification*.

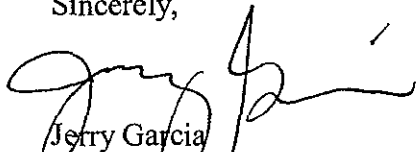
The above exemptions apply to franchise tax and sales tax only and do *not* extend to exemption from the hotel occupancy tax, motor vehicle tax, or other state taxes.

The organization must notify the Texas Secretary of State if it changes its name, registered agent, or registered office address. The phone number is 512/463-5555. The Internet address is <http://www.sos.state.tx.us>.

If your organization makes any sales of taxable items or services, please contact Tax Assistance at 1-800-252-5555 to determine if a sales tax permit is needed. The local number is 512/463-4600.

If you have any questions, please do not hesitate to call me toll free at 1-800-531-5441, extension 3-4702. The direct number is 512/463-4702. The e-mail address is tax.help@cpa.state.tx.us.

Sincerely,


Jerry Garcia
Exempt Organizations Section

Enclosure

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 2 2003

AMERICAN ACADEMY OF CRISIS
COUNSELING
C/O D L BROOKS SR
103 MULBERRY
ROCKDALE, TX 76567

Employer Identification Number:
74-3008437
DLN:
17053017052003
Contact Person:
MRS T FARR ID# 52404
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware

Letter 947 (DO/CG)

AMERICAN ACADEMY OF CRISIS

of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (DO/CG)

AMERICAN ACADEMY OF CRISIS

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

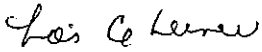
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


for Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure(s):
Addendum

Letter 947 (DO/CG)

AMERICAN ACADEMY OF CRISIS

You agreed to being classified as a public charity.

Letter 947 (DO/CG)



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

AMERICAN ACADEMY OF CRISIS COUNSELING
CHARTER NUMBER 01637093

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

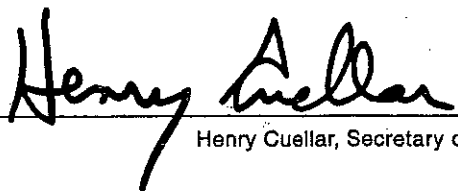
ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 13, 2001

EFFECTIVE JULY 13, 2001




Henry Cuellar, Secretary of State



The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION

OF

AMERICAN ACADEMY OF CRISIS COUNSELING
CHARTER NUMBER 01637093

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 13, 2001

EFFECTIVE JULY 13, 2001



Henry Cuellar
Henry Cuellar, Secretary of State



The State of Texas
Secretary of State

JULY 25, 2001

G L BROOKS, SR
BOX 1157
ROCKDALE TX 76567

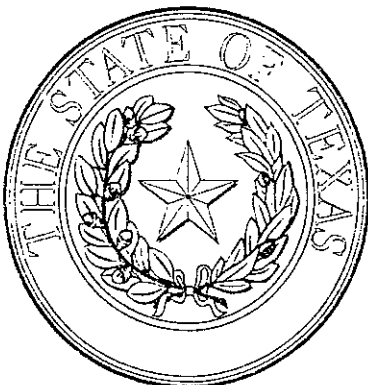
RE:
AMERICAN ACADEMY OF CRISIS COUNSELING

CHARTER NUMBER 01637093-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

Henry Cuellar

Henry Cuellar, Secretary of State

JUL 13 2001

Corporations Section

**ARTICLES OF INCORPORATION
OF**

ARTICLE I.

The name of the corporation is

American Academy of Crisis Counseling

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The purpose or purposes for which the corporation is organized is for providing Faith Based Crisis Counseling for religious, charitable, Christian education, philanthropic and benevolent purpose within the meaning of section 501 (C) (3) of the Internal Revenue Code of 1954, as amended, or any superseding statute thereto, and such purposes shall include the following: Providing a biblically-based counseling resource to train caregivers in crisis intervention, which includes


(a) Crisis Counselor, this course will deal specifically with intervention strategies, to assist in knowing how to deal with 22 crisis situations. The course is not designed to give a comprehensive treatment, but rather how to intervene in the midst of a crisis, assess what to do, and begin the integral task of care giving, or referral to adequate professional care givers or a medical facility.

(b) Clergy Misconduct Prevention, this course is a comprehensive curriculum which includes background and scope of the problem of clergy misconduct, factors in crossing boundaries, ethical analysis of the issues, prevention and intervention. A major emphasis will be made on interpersonal communication and conflict management.

(c) Sexual Assault & Domestic Violence, this course is an examination of the social and religious roots of sexual violence, and the consequences of silence. Including a pastoral perspective, providing information of effective response to victim or offender.

(d) A Promise for Parents, this course is an examination of biblical principles for proper parenting based on Proverbs. Also, included is a comprehensive prevention and intervention plan against drug use.

(e) Counseling by the Living Word of God, this course is a ministry approach which deals in an integrated way with four foundational areas. This technique under the direction of the Holy Spirit yields more effective results than ministry to only one or two of the areas alone. Training covers the basic foundational, restorational tasks that need to be accomplished in every saint's life as God the Holy Spirit does His work of sanctification.

 (f) Coaching Clinic For Fathers, this course is intended to instill and pattern God's design for Christian fatherhood into the willing man. Entails an allegorical theme approach using the analogy of life as a game to help the Christian father understand and carry out his God designated role as head (coach) of his family (the team). It's intent is to help counteract the forces at work both within and without the church which tend toward family disintegration and fragmentation. Program encompasses nine clinics that present Points to Ponder, Communication Exercises, Rule Book Review, Prayer, Team Scrimmaging, and Follow-up Packet.

(g) Project Proverbs, A Promise For Parents, this course is designed to equip and train parents to teach their children God's Truth by both precept and example, and to live so that all facets of their lives are intertwined with a sensitivity to the presence and will of God. It also contains exercises for parents to do which will enable them to better understand themselves, their children and the biblical pattern for parenthood.

(h) Drug Proof Your Kids, this is a comprehensive prevention and intervention plan against drug use that begins with determining if drugs are at your doorstep, through facts about illicit drug use, to learning to intervene, obtaining treatment and handling relapse.

(i) Young Woman of Virtue, this course is designed to cover specific areas important to the development and formation of Godly life habits in a young lady during her high school years. Topics include: God's purpose for woman, self-acceptance, grooming, discretion, wardrobe coordination, purity, charm & poise, goals, nutrition and exercise, relationships, virtue, dating, ministry, and manners and etiquette. One goal is to give young women a vision for themselves, helping them see themselves as unique, beautiful, special to God, and capable of affecting their world for righteousness. Another is to show the balance of inward character and outward physical beauty.

(j) Roots of Character, this course is an examination of biblical principles for developing the character of Christ to prevent the grave dangers of extremism, deception, authority abuse and self-destruction. This study deals with five root problem areas and give teaching, scriptures, and steps of action in helping people begin the process of spiritual maturity.

(k) how to counsel youth and teenagers. Youth: this course is designed to cover specific areas of emotional issues, rational issues, familial issues, sexual

issues, abuse, addictions, disorders, educational issues, physical issues and vocational issues. Teenagers: understanding teenagers: people in transition, characteristic of the age, generation gap, faith based approach to counseling teenagers, special issues in counseling teenagers; defense mechanisms.

(l) Pursue Overtake & Recover All Program include: Foster Care/Group Home, the purpose of Foster Care/Group Home is to provide a primary setting within the context of family and community life while promoting the goals of permanency planning for children. Foster Care/Group Home will provide family-based approach for individualized treatment youth issues. Intervention is offered through an integrated constellation of services by treatment foster parents who are trained, supervised and supported by qualified program staff. Youth are taught pro-social skills and responses to deal effectively with their unique conditions or individual circumstance which have created the need for treatment. Mentors will be secured for residents in the group home. Residents will also have an opportunity to enroll in the vocational school with access to the housing and employment modules upon completion of their high school education or receipt of GED.

(m) Faith-Based Chemical Dependency Counseling, the purpose of Faith-Based Chemical Dependency Counseling is to implement biblical principles to aide in developing a new lifestyle which enables a person to remain drug free. The key issue is preventing relapse by addressing the root cause of the condition while providing a supportive environment during the treatment process. Initially the 12 faith-based core functions are implemented to determine a clients eligibility into the program followed by the intake and orientation process. A 30 week plan, His Steps, to recovery is implemented by highly trained and experience counselors who began each therapeutic relationship with a two stage -10 step intervention plan to help

clients recognize the inter-relatedness of living problems. Throughout and upon completion of program the client is evaluated.

(n) Prison/Criminal/Welfare Recovery & Relapse Prevention, the purpose of Prison/Criminal/Welfare Habilitation is to prevent relapse for those who have recently been released from the criminal justice and the welfare rolls. The program will provide counseling defined above, skills development, pro-social/vocational skills, employment, housing and daycare. An individual assessment will be given to each client to determine eligibility. If client is deemed eligible, a series of test will be given to determine aptitude, education level and personality traits. Clients will be recruited through judges, probation/parole officers, and caseworkers primarily. A mentor will be assigned to each participant in this program.

(o) Vocational School, the goal of the vocational school is to provide its students with the trade and technical skills and positive moral and ethical values that will enable them to achieve successful careers and live as productive members of society. Highly skilled individuals are less likely to participate in anti-social behavior or become welfare recipients.

(p) Recovery Plaza/Employment Development, the Recovery Plaza will serve as a training ground for graduates of the vocational school and others who are in need of employment opportunities in the under privilege neighborhood. It is an intricate part of employment development as it serves to generate other employment opportunities for the clients. The Recovery Plaza will be erected in the heart of the under privilege neighborhood, giving the under privilege a visual hope of self purpose.

(q) Childcare, the purpose of offering a Daycare module is two-fold. One is to provide students with a safe learning environment while parents are sharpening old skills or developing new ones. The second is to provide a service to the

community. There is currently a severe daycare deficiency within the neighborhood.

Housing: housing will be established to meet the low income housing needs of the families, clients, and/or individuals within the community. There is presently a tremendous need in the neighborhood for low-income housing.

(r) Overview/Neighborhood Collaboration, each module is designed to inter-relate with the other on some level. Each is flexible enough to meet the needs of various clients while offering a stable environment for recovery. Qualified members of the administrative staff will serve as case managers as well as administrators for various modules. The number of staff will increase proportionately as the need arises.

(s) Other Counseling related activities

The benefits of the program are both micro and macro in scope on a community and an individual level. The individuals who complete the program will be healthy and productive citizens. Families will be strengthened, thus strengthening communities.

Staff will be fulfilled knowing that they are walking worthy to vocation wherein they have been called. They will be significant contributors in the day-to-day operation of the program through roundtable discussions and team meetings. Outside consultants will be utilized to ensure that staff is working together at peak efficiency and performance. Compensation will be commensurate with experience and job duties.

The foregoing statement of purposes shall be liberally construed in aid of the power of this corporation, and the power and purposes specified in each clause shall, except where otherwise expressed, be in no way limited or restricted by any term or

provision of any other clause, and shall be regarded as not only independent purposes, but the purposes and power stated shall be construed distributively as each object expressed.

No part of the net earnings of the corporation shall inure to the benefits of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV, thereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing of or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under section 501(c) (3) of the Internal Revenue Code of 1954 (or corresponding provisions of any future United States Internal

Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue code of 1954 or the corresponding provisions of any future United States Internal Revenue Law.

Upon the dissolution of the corporation, the corporation shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for charitable, educational,

religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 (C) (3) of the Internal Revenue Code of 1954 or the corresponding provisions of any future United States Internal Revenue Law, as the corporation shall determine.

Any of such assets not so disposed of shall be disposed of by a court of competent jurisdiction of any county in which the principal office of the corporation is then located, organization, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V.

The street address of the initial registered office of the corporation is:

103 Mulberry/ P. O. Box 1157, Rockdale, Texas 76567

and the name of the initial registered agent at such address is:

Dr. D. L. Brooks Sr.

ARTICLE VI.

The number of initial directors of the corporation are:

1. **Name:** Dennis L. Brooks Sr.
 Address: Rt. 2, Box 459
 City: Rockdale **State** TX **Zip** 76567

2. **Name:** Clara C. Brooks
 Address: Rt. 2, Box 459
 City: Rockdale **State** TX **Zip** 76567

3. **Name:** Donny L. Brooks
 Address: 338 White Street
 City: Rockdale **State** TX **Zip** 76567

4. **Name:** Bertha Roscoe
 Address: 512 Maple Run ~~St.~~
 City: Round Rock **State** TX **Zip** 78664

5. **Name:** Lee Crossley
 Address: 712 South 32nd Street
 City: Temple **State** TX **Zip** 76501

ARTICLE VII .

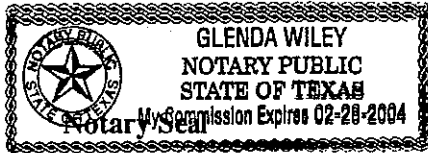
The name and street address of the incorporators are:

1. Name: Dennis L. Brooks Sr.
Address Rt. 2, Box 459
City: Rockdale State TX Zip 76567

2. Name: Clara C. Brooks
Address Rt. 2, Box 459
City: Rockdale State TX Zip 76567

3. Name: Donny L. Brooks
Address 338 White Street
City: Rockdale State TX Zip 76567

IN WITNESS WHEREOF, we have hereunto set our hands, this the 11 day of July 20 01.



Sign Dennis L. Brooks Sr.
Name

Sign Donny Brooks
Name

Sign Clara C. Brooks
Name

Glenda Wiley

INCORPORATORS

BYLAWS OF
AMERICAN ACADEMY OF CRISIS COUNSELING
FAITH BASED CHRISTIAN INITIATIVE, INC.

ARTICLE ONE
OFFICES

The principal office of the corporation, hereinafter referred to as the "Corporation", shall be located at the address set forth in the Articles of Incorporation. The Corporation may have such other offices, either within or without the State of Incorporation, as the Board of Trustees may determine from time to time.

ARTICLE TWO
TENETS OF FAITH AND DOCTRINE

The Corporation accepts the Scriptures as the revealed Will of God, the all sufficient rule of faith and practice, and for the purpose of maintaining general unity, adopts these Statements of Fundamental Truths and Doctrine.

Section 1. The Scriptures Inspired. The Bible is the inspired Word of God, a revelation from God to man, the infallible rule of faith and conduct, and is superior to conscience and reason, but not contrary to reason (2 Timothy 3:15-17; 1 Peter 1:23-25; Hebrews 4:12).

Section 2. The One True Godhead. The triune Godhead is comprised of 3 separate and distinct personalities, the Father, the Son and the Holy Spirit, who are eternally self-existent, self-revealed and function as one entity. Jesus Christ, who is God manifested in the flesh, is the second member of the Godhead, co-equal and co-eternal with the Father and the Holy Spirit.

Section 3. Man, his fall and Redemption. Man was created good and upright, for God said, "let Us make man in Our image, after Our likeness." But, man, by voluntary transgression, fell and his only hope of redemption is in Jesus Christ the Son of God (Genesis 1:26-31, 3:1-7; Romans 5:12-21).

Section 4. The Salvation of Man.

(a) Man's only hope of redemption is through the shed blood of Jesus Christ. On the cross Jesus Christ became sin and sickness providing both salvation and divine healing for all mankind, (Psalm 103:3, Isaiah 53:4,5) being justified freely by His Grace through the redemption that is in Christ Jesus. For by grace we are saved through faith. "The word is near you, in your mouth and in your heart: that is, the word of faith which we are preaching, that if you confess with your mouth Jesus as Lord, and believe in your heart that God raised Him from the dead, you shall be saved; for with the heart man believes, resulting in righteousness, and with the mouth he confesses, resulting in salvation" (Romans 3:24; Ephesians 2:8; Romans 10:8-10).

(b) The evidences of Salvation. The inward evidence, to the believer of his salvation, is the direct witness of the Spirit (Romans 8:16). The outward evidence to all man is a life of righteousness and true holiness. "And this is His commandment, that we believe in the name of His Son Jesus Christ, and love one another, just as He commanded us" (1 John 3:23).

(c) Faith and Words. Salvation is by faith in Jesus Christ and not by human works; however, our works will determine the rewards in eternity (Acts 16:3; Romans 10:9-10; Ephesians 2:8-9; Titus 3:5-7; and 2 Corinthians 5:10).

Section 5. Baptism in Water. The ordinance of baptism by burial with Christ should be observed as commanded in the Scriptures by all who have really repented and in their hearts have truly believed on Christ as Savior and Lord. In so doing, they declare to the world that they have died with Jesus and that they have also been raised with Him to walk in newness of life (Matthew 28:19; Acts 10:47, 48; Romans 6:4).

Section 6. The Lord's Supper. "And when He had given thanks, He broke it, and said, 'this is my body which is for you. Do this in remembrance of me.' In the same way also the cup, after supper, saying, 'This cup is the new covenant in my blood. Do this, as often as you drink it, in remembrance of me.' Let a man examine himself, and so eat of the bread and drink of the cup" (1 Corinthians 11:24, 25, 28).

Section 7. The Promise of the Father. All believers are entitled to, and should ardently expect and earnestly seek, the promise of the Father, the Baptism in the Holy Ghost and Fire, according to the command of our Lord Jesus Christ. This was the normal experience of all in the early Christian church. With it comes the endowment of power for life and service, the bestowment of the gifts and their uses in the work of the ministry (Luke 24:49; Acts 1:4-8; 1 Corinthians 12:1-31).

Section 8. The Evidence of the Baptism in the Holy Spirit. The full consummation of the Baptism of believers in the Holy Spirit is evidenced by the initial physical sign of speaking with other tongues as the Spirit gives utterance, and by the subsequent manifestation of spiritual power in public testimony and service (Acts 2:4; 10:44-46; 19:2, 6; 1:8).

Section 9. The Church. The church is the body of Christ, the habitation of God through the Spirit, with divine appointment of the fulfillment of her great commission. Each believer, born of the Spirit, is an integral part of the general assembly and church of the first born, which are written in Heaven (Ephesians 1:22; 2:19-22; Hebrews 12:23).

Section 10. Total Prosperity.

- (a) Spiritual. John 3:3, 11; 2 Corinthians 5:17-21; Romans 10:9-10.
- (b) Mental. 2 Timothy 1:7; Romans 12:2; Isaiah 26:3.
- (c) Physical. Isaiah 53:4, 5; Matthew 8:17; 1 Peter
- (d) Financial. 3 John 2; Malachi 3:10-11; Luke 6:38; 2 Corinthians 9:6-10; Deut. 28:1-14.
- (e) Social. Proverbs 3:4.

Section 11. Blessed Hope. Jesus Christ is coming again to gather all His Saints to Heaven (1 Corinthians 15:51-52; 1 Thessalonians 4:16-17; and 2 Thessalonians 2:1).

Section 12. The Lake of Fire. Those who have not accepted the redemptive work of Jesus Christ will suffer eternal separation from the Godhead. The devil and his angels, the beast and the false prophet, and anyone whose name is not found written in the book of life, shall be consigned to everlasting punishment in the lake of fire which burns with brimstone. This is the second death, the lake of fire (Revelation 19:20; 20:10-15).

Section 13. The Millennial Reign of Jesus. The return of our Lord Jesus Christ with His Saints from Heaven to rule and reign for one thousand years on earth as the Scriptures promised (Romans 11:25, 27; 2 Thessalonians 1:7; Revelations 19:11-16; 20:1-7). After this, there shall be new heaven and a new earth (Revelations 21).

ARTICLE THREE MEMBERSHIP

Section 1. Classes of Members. The Corporation shall have only one (1) class of membership, the Board of Trustees, which shall be voting members.

ARTICLE FOUR BOARD OF TRUSTEES

Section 1. General Powers. The affairs of the Corporation shall be managed by the Board of Trustees whose members shall have a fiduciary obligation to the Corporation.

Section 2. Number, Term and Qualifications. The number of Trustees shall be no less than three (3) and shall have no maximum number. The term of membership shall be for continuous one (1) year periods, unless removed. Those set forth in the original Articles of Incorporation shall comprise the original Board of Trustees.

Section 3. Regular Meetings. A regular annual meeting of the Board of Trustees shall be held each year. The Board of Trustees may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular

meetings shall be held at the principal office of the Corporation in the absence of any designation in the resolution.

Section 4. Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any two (2) Trustees, and shall be held at the principal office of the Corporation or at such other place as the Trustees may determine.

Section 5. Notice. Notice of the annual, regular or any special meeting of the Board of Trustees shall be given by oral notice to each Trustee. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 6. Quorum. A Majority of the Board of Trustees shall constitute a quorum for the transaction of business at the meeting of the Board; but if less than a majority of the Trustees present may adjourn the meeting from time to time without further notice.

Section 7. Board Decisions. The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these bylaws.

Section 8. Vacancies, Additions, Elections and Removal. Any vacancy occurring in the Board of Trustees and any trusteeship to be filled by reason of an increase in the number of Trustees shall be filled by a two-third (2/3) majority vote of the Board of Trustees. Trustees shall be removed by a two-third (2/3) majority vote of the Board of Trustees.

Section 9. Compensation. Trustees, as such, shall not receive any salaries for their services.

ARTICLE FIVE
OFFICERS

Section 1. Officers. The officers of the corporation shall be a president, a secretary, a treasurer, one or more vice-presidents and such other officers as may be elected in accordance with the provisions of this Article. The Board of Trustees may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Trustees. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board of Trustees at the regular annual meeting of the Board of Trustees. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New officers may be created and filled at any meeting of the Board of Trustees. Each officer shall hold office until his successor has been duly elected and qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or other-wise, may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. Powers of Officers.

(a) The President: The Corporation finds its headship under the Lord Jesus Christ and in its President. The President shall be the chief executive officer of the Corporation. He shall be a continuing member of the Board of Trustees. He shall have general management of the business of the Corporation and general supervision of the other officers. He shall preside at

all meetings of the Board of Trustees and see that all orders and resolutions of the board are carried into effect, subject, however, to the right of the Board to delegate to any other officer or officers of the Corporation any specific powers, other than those that may be conferred only upon the President. He shall execute in the name of the Corporation all deeds, bonds, mortgages, contracts, and other documents authorized by the Board of Trustees. He shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

No person shall be invited to teach at a training held by the Corporation without his approval. He shall be designated attorney-in-fact for the Corporation by virtue of his office. He shall have the authority to appoint and approve any assistants that would be necessary to properly carry on the work of the Lord.

(b) Vice-President: The vice-president shall perform the duties and exercise the powers of the president in case of his temporary absence from the office of the Corporation, and shall perform such other duties as may, from time to time, be granted or imposed by the Board of trustees. He shall serve as an ex-officio member of the Board of Advisors; however, in the event of serving as President, he shall be a voting member of the Board of Advisors.

(c) The Secretary: The secretary shall attend all sessions of the Board held at the office of the Corporation and act as clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He or she shall perform like duties for the executive and standing committees when required. He or she shall give, or cause to be given, notice of meetings of the Board of Trustees when notice is required to be given under these Bylaws or by any resolution of the Board. He or she shall have custody of the seal to all authorized documents requiring a seal. He or she shall keep the membership rolls of the Corporation, and in general perform the duties usually incident to the office of secretary, and such further duties as shall, from time to time, be prescribed by the Board of Trustees or the President.

(d) The Treasurer: The treasurer shall keep full and accurate account of the receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such banks and depositories as may be designated by the Board of Trustees, but shall not be personally liable for the safekeeping of any funds or securities so deposited pursuant to the order of the Board. He shall

disburse the funds of the Corporation as may be ordered by the Board and shall render to the President and Trustees at the regular meeting of the Board, and, whenever they may be required, accounts of all his transactions as treasurer and of the financial condition of the Corporation. He shall perform the duties usually incident to the office of treasurer and such other duties as may be prescribed by the Board of Trustees or by the President.

(e) Delegating Powers to other Officers: In case of the absence of an officer of the Corporation, or for any other reason that may seem sufficient to the Board, the Board of Trustees may delegate his duties and powers, for the time being, to any other officer, or to any Trustee.

ARTICLE SIX COMMITTEES AND BOARD OF ADVISORS

Section 1. Committees of Trustees. The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more committees, which committees, to the extent provide in such resolution, shall have and exercise the authority of the Board of Trustees in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed on it or him by law.

Section 2. Other Committees. Other committees not having an exercising the authority of the Board of Trustees in the management of the Corporation may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present. The President shall appoint the members thereof. Any member thereof may be removed by the President whenever, in his judgment, the best interests of the Corporation shall be served by such removal.

Section 3. Board of Advisors. A Board of Advisors may be appointed as set forth below. It shall be the responsibility and privilege of the Board of Advisors to provide Godly counsel to the President and the board of Trustees. Counsel shall be in the organizational, financial, legal or other areas wherein the President determines professional counsel is needed and/or desirable. No

minimum or maximum number of members of the Board of Advisors shall be established and the appointment to the Board of Advisors and tenure thereon shall be at the pleasure and in the complete discretion of the President.

ARTICLE SEVEN
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Trustees may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts, or Orders. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall, from time to time, be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of trustees, such instruments may be signed by either the treasurer or the President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section 4. Gifts. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest, grants or devise for any purposes of the Corporation (Malachi 3:10, Luke 6:38; 1 Corinthians 16:1 and 2; and 2 Corinthians 9:6-8).

ARTICLE EIGHT
BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Trustees, committees having and exercising any of the authority of the Board of Trustees, and any other committee, and shall keep at the principal office a record giving the names and addresses of the Board of Trustees members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent for any proper purpose at any reasonable time.

ARTICLE NINE
NONDISCRIMINATORY POLICY

Any school of training operated by this Corporation shall admit students of any race, color, national or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. The school shall not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

ARTICLE TEN
FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

ARTICLE ELEVEN
DISSOLUTION

(a) Upon the dissolution of the Corporation, the Board of Trustees shall, after the payment of all the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or

provision of any other clause, and shall be regarded as not only independent purposes, but the purposes and power stated shall be construed distributively as each object expressed.

No part of the net earnings of the corporation shall inure to the benefits of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article IV, thereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing of or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under section 501(c) (3) of the Internal Revenue Code of 1954 (or corresponding provisions of any future United States Internal

Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue code of 1954 or the corresponding provisions of any future United States Internal Revenue Law.

Upon the dissolution of the corporation, the corporation shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for charitable, educational,

organizations organized and operated exclusively for charitable, educational or religious purposes as shall qualify as an exempt corporation or organizations under Section 501(c)3 of the Internal Revenue Code of 1954, as amended, (or by the corresponding section of any future Revenue Code of the United States of America or

(b) To a corporation, to which contributions are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended, (or the corresponding section of any future United States Revenue Law).

ARTICLE TWELVE

SEAL

The Board of Trustees shall provide a corporate seal, which shall be as set forth below.

ARTICLE THIRTEEN

AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by a two-thirds (2/3) majority vote of the Board of Trustees at any regular or special meeting of the Board of Trustees. At least fourteen (14) days written advance notice of said meeting shall be given to each member of the Board of Trustees.

SEAL



President

American Academy of Crisis Counseling Financial Policy

American Academy of Crisis Counseling (AAOCC) Financial and Control Policies

- The Executive Director is authorized to sign checks up to \$2,500. Checks for amounts greater than \$2,500 shall

PHILOSOPHY

The purpose of financial management in the operation of all AAOCC activities is to fulfill the organization's mission in the most effective and efficient manner and to remain accountable to stakeholders, including clients, partners, funders, employees, and the community. In order to accomplish this, AAOCC commits to providing accurate and complete financial data for internal and external use by the Executive Director and the Board of Directors.

AUTHORITY

- The Board of Directors is ultimately responsible for the financial management of all activities.
- The Treasurer is authorized to act on the Board's behalf on financial matters when action is required in advance of a meeting of the Board of Directors.
- The Executive Director is responsible for the day-to-day financial management of the organization. The Board authorizes the Executive Director to hire and supervise staff and independent consultants, pay bills, receive funds, and maintain bank accounts.

require the signature of the Treasurer or Board Chair.

- The Executive Director is authorized to enter into contracts for activities that have been approved by the Board as a part of budgets or plans. The Board of Directors must authorize any contracts outside of these parameters and all contracts with a financial value greater than \$15,000.
- The Executive Director is authorized to manage expenses within the parameters of the overall approved budget, reporting to the Finance Committee on variances and the reason for these variances.
- The Board of Directors must approve any use of the board designated cash reserve fund.

RESPONSIBILITIES

The Executive Director shall:

- Account for donor restricted and board designated funds separately from general operating funds, and clearly define the restrictions applicable to these funds.
- Report the financial results of AAOCC operations according to the schedule established by the Finance Committee, but at least quarterly.
- Pay all obligations and file required reports in a timely manner.

- Make no contractual commitment for bank loans, corporate credit cards, or for real estate leases or purchases without specific approval of the Board.
- Record fixed assets with purchase prices greater than \$500 as capital assets in accounting records. Depreciation of capital assets will not exceed five years for furniture and equipment or three years for computer and other technology equipment.
- Review financial reports at each board meeting.
- Provide adequate training to members to enable each member to fulfill his or her financial oversight role.
- Limit vendor credit accounts to prudent and necessary levels.
- Obtain competitive bids for items or services costing in excess of \$5,000 per unit. Selection will be based on cost, service, and other elements of the contract.
- Use responsible assumptions and projections as background, with the general goal of an unrestricted surplus.

FINANCIAL TRANSACTIONS WITH INSIDERS

No advances of funds to employees, officers, or directors are authorized. Direct and necessary expenses including travel for meetings and other activities related to carrying out responsibilities shall be reimbursed.

In no case shall AAOCC borrow funds from any employee, officer, or director of the organization without specific authorization from the Board of Directors.

BUDGET

In order to ensure that planned activities minimize the risk of financial jeopardy and are consistent with board-approved priorities, long-range organization goals, and specific five-year objectives, the Executive Director shall:

- Submit operating and capital budgets to the Finance Committee in time for reasonable approval by the Board prior to each fiscal year.
- Insure against theft and casualty losses to the organization and against liability losses to Board members, staff, or the organization itself to levels indicated in consultation with suitable professional resources.
- Plan and carry out suitable protection and maintenance of property, building, and equipment.
- Avoid actions that would expose the organization, its board, or its staff to claims of liability.
- Protect intellectual property, information, and files from unauthorized access, tampering, loss, or significant damage.
- Receive, process, and disburse funds under controls that are sufficient to maintain basic segregation of duties to protect bank accounts, income receipts, and payments.

ASSET PROTECTION

In order to ensure that the assets of AAOCC are adequately protected and maintained, the Executive Director shall:

GIFT ACCEPTANCE

AAOCC will accept stock or other negotiable instruments as a vehicle for donors to transfer assets to the organization.

Transfer and recording the value of the asset shall be done in a consistent manner and in compliance with accounting standards.

The Executive Director shall sell any stock given to the organization immediately upon receipt by the organization.

**AMERICAN ACADEMY OF CHRISTIAN COUNSELING
BOARD OF DIRECTOR'S CONFLICT OF INTEREST POLICY**

Article I

Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's American Academy of Crisis Counseling interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II **Definitions**

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III **Procedures**

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonable possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, and any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

AMERICAN ACADEMY OF CRISIS COUNSELING
ACCOUNTING POLICIES
AND PROCEDURES MANUAL

TABLE OF CONTENTS

1.00 INTRODUCTION.....	1
2.00 CHART OF ACCOUNTS	
2.01 Assets.....	1
2.02 Liabilities.....	1
2.03 Net Assets (Fund Balance).....	1
2.04 Revenues.....	1
2.05 Expenses.....	1
2.06 Cost Centers.....	1
3.00 ACCOUNTING PRINCIPLES AND PROCEDURES	
3.10 Policies.....	2
3.20 Procedures.....	
3.21 Revenue Recognition.....	2
3.22 Matching of Revenues and Expenses.....	2
3.23 Fixed Assets and Depreciation.....	2
3.24 Donated Materials and Services.....	2
3.25 Financial Reports.....	2
4.00 CASH DISBURSEMENTS	
4.10 Policies.....	3
4.20 Procedures.....	
4.21 Capital Acquisitions.....	3
4.22 Payment of Invoices and Reimbursements.....	3
4.23 Credit Cards.....	3
4.24 Payroll.....	4
5.00 CASH RECEIPTS	
5.10 Policies.....	4
5.20 Procedures.....	5
6.00 BANK RECONCILIATION	
6.10 Policies.....	5
6.20 Procedures.....	5
7.00 END OF MONTH ACCOUNTING PROCEDURES	
7.10 Policies.....	6
7.20 Procedures.....	6
8.00 END OF YEAR ACCOUNTING PROCEDURES	
8.10 Policies.....	6
8.20 Procedures.....	7
8.21 Financial Audit.....	7

TABLE OF CONTENTS (continued)

9.00 INVESTMENTS	
9.10 Policies	8
9.20 Procedures	
10.00 DEBT	
10.10 Policies	8
10.20 Procedures	9
11.00 RESERVES AND DESIGNATED FUNDS	
11.10 Policies	9
11.20 Procedures	
9	
12.00 INTERNAL CONTROLS	
12.10 Policies	9
12.20 Procedures	10
13.00 BUDGETING	
13.10 Policies	10
13.20 Procedures	10
14.00 COMPUTER ACCESS AND BACKUP	
14.10 Policies	10
14.20 Procedures	11
16.21 Passwords	
16.22 Backup	11
15.00 ACCESS TO RECORDS AND RECORDS RETENTION	
15.10 Policies	11
15.20 Procedures	12
15.21 IRS Forms	12
15.22 Personnel Records	12
15.23 Financial Information	12
15.24 Records Retention	
16.00 MAINTENANCE OF ACCOUNTING POLICIES AND PROCEDURES MANUAL	
16.10 Policies	14
16.20 Procedures	
14	
17.00 PROPERTY AND EQUIPMENT INVENTORY	
17.10 Policies	14

1.00 INTRODUCTION

The following manual is a description of the accounting system and responsibilities for the Bookkeeper and Executive Director of American Academy for Crisis Counseling. American Academy for Crisis Counseling Inc. (AACC). AACC is a community development organization incorporated as a 501(c)(3) tax-exempt organization. is registered with the Secretary of State in Texas with an December 31 year-end and will follow IRS guidelines for nonprofit organizations.

2.00 CHART OF ACCOUNTS

2.01 Assets

Checking.....	1000
Accounts Receivable	1200
Land & Building.....	1500s
Furniture & Equipment...	
.....	1520
s	

2.02 Liabilities

Accounts Payable	2000
Payroll Liabilities	2100
Mortgages Payable	2200

2.03 Net Assets (Fund Balance)

Open Equity Balance (GF).....	3000
Building Fund.....	3300
Benevolence Fund	3400
Capital Improvements Fund ...	3500
Memorials Fund	3600
Missions Fund.....	3700
Interest Reserve Fund.....	3800

2.04 Revenues

Offerings	4000
Interest Income	4100
Miscellaneous Income.....	4200
Building Fund Income	4300
Benevolence Income	4400
Capital Improvements Income	4500
Memorials Income	4600
Missions Income	4700
Interest Reserve Income	4800

2.05 Expenses

Personnel Expenses.....	5000-5041
Office/Ministry Expenses	5042-5055
Building Expenses	5061-5070
Administration Expenses	5071-5079
Outreach	5081-5085
Mortgage	5091-5092
Miscellaneous.....	5200
Other Fund Expenses.....	5300-5800

2.06 Cost Centers

General Fund
Administration
Facilities
Ministries (with subclasses)
Personnel
Building Fund
Benevolence Fund
Capital Improvements Fund
Memorials Fund
Missions Fund
Interest Reserve Fund

3.00 ACCOUNTING PRINCIPLES & PROCEDURES 3.10 Policies

AACC uses the cash basis of accounting during the fiscal year January 1 through December 31 to record all cash receipts and disbursements in Quick Books. At the end of the fiscal year, entries will be recorded in Quick Books to adjust the mortgage and any other liabilities to actual and record any carryover of restricted funds (e.g. building fund) to the next year.

3.20 Procedures

3.21 Revenue Recognition

Offerings, donations and other income is recorded when received.

3.22 Matching of Revenues and Expenses

Expenses are recorded when they are disbursed.

The organization records transactions in Quick Books on the cash basis of accounting during fiscal year.

3.23 Fixed Assets and Depreciation

During the fiscal year all property and equipment will be recorded as an expense.

If the church enters a large building fund project all expenses will be recorded in a separate expense account during the fiscal year and then be capitalized at the end of the year.

No depreciation will be recorded.

3.24 Donated Materials and Services

Generally donated materials, assets and services will not be recorded in the accounting records.

Financial Reports

The Stewardship Board receives Financial Reports every month from the Executive Director. The reports include a report on income and expense vs. budget YTD and a report on cash balances in the various funds and current mortgage balance.

4.00 CASH

DISBURSEMENT

S 4.10 Policies

The positions authorized to sign checks are: Executive Director, Board Chairman, and Board Treasurer. Only one signature will be required on checks. Anyone signing a check must review and initial the supporting invoice or other documentation.

The Bookkeeper will maintain the accounts payable system. Prior to payment, the Bookkeeper will code each invoice, prepare the checks and organize the documentation.

AACC. reimburses staff using an accounting reimbursement plan as outlined in IRS guidelines.

The Bookkeeper will determine payroll amounts based on time sheets and authorized rates. The Bookkeeper will prepare the payroll information for the payroll service.

4.20 Procedures

4.21 Capital Acquisitions

Capital acquisitions over \$1,000 to be used by various ministries such as computers, a/v equipment or furniture must be pre-approved by the Executive Director before the items are ordered in order to assess adequate cash flow, budget, and competitive pricing.

Capital acquisitions that are part of a building campaign must be pre-approved by the selected building committee. The Stewardship Board must approve the initial building budget. The Stewardship Board must approve any changes to the budget.

4.22 Payment Procedures for Invoices and Reimbursements

Mail is received and opened by the receptionist. All invoices are then routed to the various ministry leaders who initiated the expense. Ministry leaders responsible for a ministry cost center must approve all invoices and reimbursements being charged to their ministry cost center before sending to Bookkeeper for payment.

The Bookkeeper pays bills once a week. After the Bookkeeper cuts the checks for the week, the Bookkeeper gives the invoices, reimbursements and support documentation to the Executive Director for signature and approval to pay. The checks are returned to the Bookkeeper for mailing and all invoices and reimbursements are to be filed alphabetically by vendor.

4.23 Credit Cards

The credit card bills are paid by EFT, all credit card bills are reviewed by the Executive Director before payment. Ministry leaders who use the credit cards will keep receipts of all expenses occurring on the credit card. The ministry leaders will code their expenses to the appropriate expense account and submit to the Bookkeeper as they are incurred. The Executive Director decides credit limits. No personal charges will be allowed on the credit cards.

4.24 Payroll Procedures

Payroll is processed every two weeks. The Executive Director forwards approved time sheets for all hourly and salary employees (except Custodian & Technical Arts Coordinator time sheets which are approved by the Facility Director) to the Bookkeeper at the end of each period. Each time sheet must be signed by the employee and by the Executive Director or the Facility Director. The Bookkeeper sends the time sheet information to the payroll service. The payroll service

processes the payroll and initiates the electronic transfer of funds to cover payroll and payroll taxes from the church's checking account. The Executive Director receives the payroll reports from the payroll service and signs off on the payroll

register and fees. The Bookkeeper records the payroll transactions in QuickBooks using the payroll register.

The pay rates used to prepare payroll will be based on signed memos from the Executive Director. The salary for the Executive Director will be based on a signed memo from the Senior Director.

5.00 CASH

RECEIP

TS 5.10

Policies

The receptionist opens the mail and puts any checks that are received during the week into the safe.

Ministry leaders, who receive funds during the week for events or items, total up the funds and put them into the slot to the safe.

During the weekend services, two ushers collect the offerings and put them in a zippered bag and into the slot which goes to the safe.

After the final service of the weekend, the counting team made up of three to four people, with at least two not being related, open the safe and count the offerings. Once the offerings are counted the deposit goes back into the safe. The bank deposit is taken to the bank on Monday morning by an armored car service. The keys to the safe are in the possession of the Facility Director.

5.20 Procedures

Counting team –

The counting team opens all giving envelopes and writes the amount of the offering on the front of the envelope. If a check is received without an envelope, the team makes a copy of the check and records the envelope number on the check, if known.

Any miscellaneous funds that have come in during the week (i.e. event income, coffee income) are also organized and recorded.

Once all the money is taken from envelopes and organized, the team counts it. At least two people must sign off on the count. All checks are endorsed for deposit only and the deposit ticket is filled out. The money with the deposit ticket is put in a locked bag and put in the safe. On Monday morning the armored car service picks up the locked bag from the safe.

Administrative Assistant -

The giving envelopes, copies of checks, and any other information needed for the deposit are given to the administrative assistant. The administrative assistant inputs all of the contribution information from the offerings into Bethel HIV/AIDS, the database software. The administrative assistant also creates the fund report for the Bookkeeper that records the deposit by type of income.

Bookkeeper -

The Bookkeeper receives the fund report from the administrative assistant and enters the deposit into Quick Books, the accounting software.

6.00 BANK RECONCILIATION

6.10 Policies

The bank statement is forwarded to Bookkeeper.

The bank statements are to be reconciled to the general ledger by the Bookkeeper on a monthly basis. The Executive Director will sign off on the bank reconciliation.

Each month the Board Treasurer will go on line to the church's checking account at M&I and review the last month's transactions and scanned copies of the cancelled checks for any discrepancies in signatures, payees, transfers or strange amounts.

6.20 Procedures

Upon receiving the bank statement, the Bookkeeper prepares the monthly bank reconciliation in Checkbooks. The bank reconciliations will reconcile the bank balance to the general ledger balance. A journal entry will need to be posted each month for items on the bank statements that are not already recorded in the general ledger. These reconciling items may include: interest earned, service charges, NSF checks, direct deposits and other debit or credit memos.

After the general ledger is reconciled to the bank statement, the monthly bank statement and the actual reconciliation form are filed in the bank reconciliation file.

7.00 END OF MONTH ACCOUNTING PROCEDURES

7.10 Policies

The Bookkeeper prepares the monthly financial statements

The Executive Director approves the financial statements before being sent to the Stewardship Board.

The Stewardship Board reviews the monthly financial statements and discusses any concerns or questions with the Executive Director.

7.20 Procedures

Upon completion of the monthly bank reconciliation, the Bookkeeper will print various reports for ministry leaders, the Executive Director and the Stewardship Board using Quick Books and Excel.

Ministry leaders –

Ministry leaders will receive a print out of YTD actual expenses vs. budget. Ministry leaders may also ask for the detailed general ledger showing all transactions occurring under their ministry.

Executive Director –

The Executive Director will review the printouts of YTD actual expenses vs. budget for each ministry to ensure that all ministries are staying within budget. The Executive Director will also receive from the Bookkeeper, Excel reports: Cash and Debt Balances and General Fund Actual to Budget. The Executive Director may ask for any other reports deemed necessary, from the Bookkeeper.

Stewardship Board –

The Stewardship Board receives the Cash and Debt Balances report and the General Fund Actual to Budget report on a monthly basis. The Stewardship Board will request other reports as necessary.

The Bookkeeper will keep a copy of each month's Excel reports with the backup information from Quick Books attached.

8.00 END OF YEAR ACCOUNTING PROCEDURES

8.10 Policies

The Bookkeeper prepares the year-end financial statements. There is no difference in preparing the year-end financial statements as the other months. However, once the

reports have been finalized the Bookkeeper must make some adjustments in Quick Books to start the new fiscal year.

8.20 Procedures

After the final year-end reports have been distributed the following entries must be recorded in Quick Books –

Adjust the mortgage to actual at 8/31/xx –

During the year in QuickBooks, the mortgage balance has remained the same because the principal payments have been expensed. At the end of the fiscal year the mortgage balance will be adjusted to actual.

The general journal entry dated 8/31/xx will be a Debit to Mortgage Payable 2200 and a Credit to Principal Payments (one half comes from the General Fund and one half comes from the Building Fund) for the total principal paid during the year.

Adjust designated funds carryover amounts at 9/1/xx –

In order to keep track of designated funds (i.e. building fund or benevolence fund) from year to year in Quick Books, the ending balance in each fund at the end of the fiscal year must become the beginning balance at the beginning of the next fiscal year.

There are two steps to the journal entry. The first step is to reverse the prior year's journal entry to record the carryover amounts (record this as of 8/31/xx). The second step is to record the carryover amounts for the next fiscal year by using the Restricted Funds _____ report from 8/31 of the current fiscal year.

8.21 Annual Assessment

In order to comply with the by-laws of AACC,. The Stewardship Board must recommend the scope of an annual assessment of the financial statements each year. The annual assessment could be an internal audit conducted by laypersons of the church, hiring an outside CPA to do agreed upon procedures, or an independent financial audit conducted by a CPA. The Treasurer of the Stewardship Board is responsible to supervise the conduct of the annual assessment and report back to the Board regarding any comments and recommendations.

The Executive Director and Bookkeeper will be responsible for making available the necessary financial information to conduct the annual assessment.

The annual assessment results will be available on request to any congregation member.

9.00 INVESTMENTS

9.10 Policies

Cash not needed for immediate working capital or as compensated balances for service charges will be transferred to interest bearing investments, unless the funds are designated for a particular account. AACC will try to keep at least two months of general fund operating budget on hand in a checking or money market account.

AACC will insure that all of its deposit accounts are maintained at a financial institution that is covered by the maximum FDIC insurance.

The Stewardship Board must approve any investments beyond the options listed below.

Any stock gifts received by AACC will be immediately sold.

9.20 Procedures

AACC may maintain its cash balances in checking accounts, money market accounts or certificates of deposit. The Executive Director will initiate the transfer of funds or setting up accounts based on the projected cash flow requirements and budgets of AACC.

Surplus cash in the general fund, greater than the two months of general fund operating budget may be transferred to another fund by the Executive Director with the approval of the Stewardship Board.

10.00 DEBT

5.10 Policies

Stewardship Board approval is required for incurring any debt of AACC other than operating trade payables and budgeted payroll payables. The Executive Director will be authorized to negotiate such debt as needed by the Stewardship Board.

Any loan covenants and restrictions will be reported to the Board when the debt is authorized. The Executive Director will periodically review these covenants and report to the Stewardship Board if there are any violations or potential violations of the covenants.

10.20 Procedures

The Executive Director and Board President and Board Treasurer will sign any debt agreements after receiving full Stewardship Board approval.

The Bookkeeper will report the current debt balance on the Excel report Cash and Debt Balances produced for the Executive Director and Stewardship Board on a monthly basis.

The Executive Director may pay down additional principal on the debt balance with the approval of the Stewardship Board.

11.00 RESERVES AND DESIGNATED GIFTS

11.10 Policies

AACC will build and maintain an operating reserve to assist in maintaining financial stability. The target for the operating reserve will be two months of general operating expenses.

AACC will allow designated gifts from the congregation for specific Board approved purposes (i.e. building fund, benevolence fund).

The Stewardship Board may designate surplus general fund income of AACC for specific purposes, upon recommendation by the Executive Director.

11.20 Procedures

During the annual budget preparation, upon recommendation by the Executive Director, the Board will review the operating reserve and set a target for funds to be set aside that year, if necessary. The Executive Director will be responsible to maintain the operating reserve.

Designated gifts will be received from the congregation and recorded in QuickBooks in separate funds from the general fund. Disbursements from these funds will be in alignment with the intent of the designated fund, unless an urgent financial need precludes that, and recorded in QuickBooks under the correct designated fund.

12.00 INTERNAL CONTROLS

12.10 Policies

The review of internal controls is one of the most important procedures the Board has for fulfilling its fiduciary responsibilities to AACC.

The Executive Director and Board Treasurer in consultation with the Bookkeeper establish internal controls pertaining to the accounting records.

The annual assessment of the financial records should include a review of current internal controls in place.

12.20 Procedures

Whenever there is a change in administrative personnel or a change in the operating structure of AACC, the Treasurer and Executive Director will meet to determine that the internal control system continues to meet the needs of AACC. If appropriate, the changes will be reflected in this accounting procedures manual.

There should be segregation of duties within the accounting cycle. The Bookkeeper who is responsible for cash disbursements should not be involved with cash received, signing checks, transferring money or establishing cash accounts or investments.

13.00 BUDGETING

13.10 Policies

AACC membership is responsible for approving the annual budget.

The Stewardship Board is responsible for guiding the budget process and for recommending to the membership the annual budget.

The Executive Director and Bookkeeper will be responsible for preparing the proposed budget with the assistance of the Ministry Leadership Team.

13.20 Procedures

The budgeting process will begin in April for the following fiscal year beginning January 1. This will allow for seven months of results to be used in planning the budget.

All budget documents will be submitted to the Executive Director for consolidation into an overall church budget. The Executive Director will then review this to determine if there are any obvious areas that may need to be reworked. The collated budget will be entered in QuickBooks and submitted to the Stewardship Board by the end of July for review and feedback. Any further revisions will be made and the budget presented to the Board by the beginning of August for review and recommendation to the membership. The church membership will approve the budget at its annual meeting.

14.00 COMPUTER AUTHORIZATIONS AND BACKUP

14.10 Policies

The accounting computer and software will have access controlled by passwords. The Bookkeeper will be given an administrative password and will control which other personnel will be given passwords. The Executive Director will be aware of the administrative password.

The QuickBooks data file will be backed on a regular basis.

QuickBooks software will be upgraded every three years in order to stay up to date with current support and technology.

14.20 Procedures

14.21 Passwords

The Bookkeeper will maintain a record of all authorized users and the level of password access each user has. Passwords will be changed once each year in September.

14.22 Backup

The back up procedures are designed to maintain records of various periods until that period is closed.

A monthly tape backup will be maintained of the accounting data for each month until that month is again backed up the subsequent year.

A weekly tape backup will be maintained of the accounting data for each week, as of Friday evening until that week is backed up the subsequent month.

A daily tape backup will be maintained of the accounting data for each day that work is performed until that day is backed up the following week.

A copy of all tapes will be kept in a safe in the office. A copy of the monthly tape will be taken home by the Administrative Assistant for storage. The Executive Director, Administrative Assistant and the Bookkeeper will have keys to the safe.

The Administrative Assistant will ensure that the appropriate backups are made at the end of each day.

15.00 ACCESS TO RECORDS AND RECORD RETENTION

15.10 Policies

The records of AACC are generally open to public inspection due to IRS rules, open records laws and the spirit of public service. However, certain information is not open to public examination and may only be released with the permission of the Executive Director. Questions in this area are to be resolved by the Executive Director. If the answer to a request is unclear the Executive Director may contact AACC's attorney for a consultation.

Record retention is governed by various rules, statutes of limitations and common sense. Certain documents must be retained indefinitely, while others may have little use after a year.

15.20 Procedures

15.21 IRS Forms

Payroll tax forms are not public information and will not be released.

The application for exempt status, Form 1023, and the IRS determination letter are available to anyone upon request for a free review in our office.

15.22 Personnel Records

All requests for personnel records, job references and credit inquiries will be referred to the Executive Director.

15.23 Financial Information

Financial statements and other financial information is regularly distributed to AACC employees and the Board. This

information is not to be made available to persons who are not regularly authorized to receive that particular report. Any such requests for information must be approved by the Executive Director.

15.24 Records Retention

A schedule of record retention follows. Any discarding of records should follow this schedule. However, prior to discarding of records, the permission of the Executive Director and Bookkeeper are required to ensure that they have no reason that an exception should be made to the policy. All discarded documents are to be shredded or sent to our recycling company, which has a confidentiality agreement with us.

For tax purposes, records should be maintained until the expiration of the statute of limitations. Generally, that period expires three years after the later of the due date of the return or the date filed. While there are a few exceptions to this rule, the three-year period normally should be adequate.

For non-tax purposes, records should be maintained only as long as they serve a business purpose or until all legal requirements are met. Unfortunately, there are not specific standards that will cover all situations. The following are some of the factors that should be considered:

- Federal, state, and local statutes and regulations
- Industry requirements or standards
- Potential claims or litigation
- Contract requirements

RECORD RETENTION SCHEDULE

Type of Record	Retention Period (Years)
----------------	--------------------------

Accident reports & claims..... 7*	Deposit slips 4
Appraisals P	Depreciation schedules..... 7*
Articles of incorporation, by laws.... P	Employee records
Assets records..... 7*	Contracts 7*
Bank statements, reconciliations.... 4	Disability, unemployment claims.... 7
Bills of sale-assets..... 7*	Employment applications 4
Budgets & projections 2	Expense reports 4
Cancelled checks – general 4**	Personnel files 7*
Capital stock & bond records P	Time reports, earnings records..... 4
Charts of accounts..... P	Withholding & exemption
Check vouchers, stubs..... 4	certificates (W-2, W-4, etc.) 4*
Contracts & agreements 7*	Financial reports
Correspondence	Annual, audited P
Credit and collection 7	Interim 4
Routine with customers or vendors. 1	Freight bills, bills of lading 4
Other 4***	
Credit memos 4	
Damage and theft reports 7	
Deeds P	

P means records should be kept permanently

Insurance policies & records	4
Internal reports, memos, work orders, etc	2
Inventory records	4
Invoices	
Fixed assets	7
Sales & general expenses	4
Leases	7*
Ledgers & journals	
Cash receipts & disbursements.....	P
General ledger, journal entries	P
Payroll journal	4
Purchases & sales.....	7
Subsidiary ledgers (receivables, payables, etc.)	7
Licenses.....	4*
Minute books	P
Mortgages.....	7*
Notes	7*
Pension & profitsharing records	P
Petty cash records.....	4
Purchase orders, invoices.....	4
Receiving reports	4
Repair & maintenance records.....	4
<u>Sales records & cash register tapes.....</u>	<u>4</u>
Shipping reports	4
Tax returns and related records	
Income	P
Payroll.....	4
Sales and use	4
Union contracts	P

* Retention period begins with settlement of claims, disposal of asset, termination of contract, etc.

** Some should be kept longer, e.g. checks for tax payments should be kept with the tax returns, checks for asset acquisitions should be kept with bill of sale, etc.

*** Legal and important correspondence should be kept as long as the documents to which they relate.

16.00 MAINTENANCE OF ACCOUNTING POLICIES AND PROCEDURES MANUAL 16.10 Policies

The accounting policies and procedures manual is important to the accounting function of AACC.

The Executive Director is responsible for maintaining the manual.

All proposed changes must be approved by the by the Executive Director.

The policies and procedure manual will be dated with the date of each approved revision.

16.20 Procedures

Periodically the Executive Director will review the manual and formulate proposed changes. The Executive Director must approve all changes in writing.

Whenever changes to the accounting procedures are made, a review of the accounting policies and procedures manual will be made by the Executive Director to determine if a revision is required. Any minor revisions to the manual, which are not reflected in the manual immediately, should be kept on file to incorporate into the formal update.

The revised manual will be distributed to the Bookkeeper, Executive Director and Board Treasurer.

17.00 PROPERTIES AND EQUIPMENT INVENTORY

17.10 Policies

An inventory of all property and equipment will be maintained. The inventory document will contain sufficient information for insurance requirements.

17.20 Procedures

The Facility Director will make a video of all property and equipment owned by Sample. This will serve as the inventory document. This video will be kept in the safe deposit box. Once a year a new video will be made in order to include new equipment purchases from the current year relate

2017 Affidavit of Low-Income Board Representation - Low Income Representative

Board members meeting Low Income Representation requirement must complete this affidavit

I represent the interests of low-income families in this organization's targeted service area. I have checked the below manner in which I meet the qualification as a low-income representative.

- I qualify as a low-income resident under the HOME Program definition. The gross annual income of my household of 1 people is at or below 80% of the Miliam county area median income in the amount of \$29,350 (80% AMI limit); OR
I live in a low-income area (where 51% or more of the households in my US Census tract have incomes at or below 80% of the median household income, as defined by HUD), which is part of the CHDO's targeted service area. My census tract is (census tract number). The Census tract data must accompany this certification. OR
I am an elected representative of (name of low-income neighborhood organization), located within (name of neighborhood and city) which is part of the CHDO's targeted service area. A signed resolution or signed minutes and election roster from the neighborhood organization naming the individual as its representative on the CHDO's board of directors must be provided.

AND

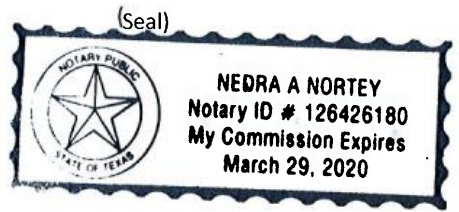
- Further, I have completed an accompanying CHDO Board Member Certification as to my status as a Public Official/Governmental Employee and re-affirm here that I am not a public official, employee, or appointee of a governmental entity. (Note: Board members who are public officials/governmental employees may not be counted as a Low Income Representatives for purposes of CHDO qualification.)

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status. If my status as a Low Income Representative changes at any time during my tenure on the board, I will immediately notify the board chair and executive director in writing and update my certification.

By: [Signature]
Signature of Authorized Representative
Ellis Douglas
Printed Name
Director
Title
17-Feb-17
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that is signed Ellis Douglas who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of February 20 17



[Signature]
Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
03 29 2020
My comission expires

2017 Affidavit of Low-Income Board Representation - Low Income Representative

Board members meeting Low Income Representation requirement must complete this affidavit

I represent the interests of low-income families in this organization's targeted service area. I have checked the below manner in which I meet the qualification as a low-income representative.

- I qualify as a low-income resident under the HOME Program definition. The gross annual income of my household of 1 people is at or below 80% of the Miliam county area median income in the amount of \$29,350 (80% AMI limit); OR
I live in a low-income area (where 51% or more of the households in my US Census tract have incomes at or below 80% of the median household income, as defined by HUD), which is part of the CHDO's targeted service area. My census tract is (census tract number). The Census tract data must accompany this certification. OR
I am an elected representative of (name of low-income neighborhood organization), located within (name of neighborhood and city) which is part of the CHDO's targeted service area. A signed resolution or signed minutes and election roster from the neighborhood organization naming the individual as its representative on the CHDO's board of directors must be provided.

AND

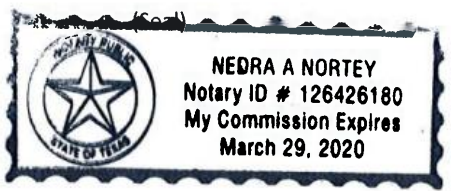
- Further, I have completed an accompanying CHDO Board Member Certification as to my status as a Public Official/Governmental Employee and re-affirm here that I am not a public official, employee, or appointee of a governmental entity. (Note: Board members who are public officials/governmental employees may not be counted as a Low Income Representatives for purposes of CHDO qualification.)

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status. If my status as a Low Income Representative changes at any time during my tenure on the board, I will immediately notify the board chair and executive director in writing and update my certification.

By: [Signature]
Signature of Authorized Representative
Ellis Douglas
Printed Name
Director
Title
17-Feb-17
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that is signed Ellis Douglas who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of February 2017



[Signature]
Notary Public Signature
Notary Public, State of
Dallas
County of
03.29.2020
My commission expires

2017 Affidavit of Low-Income Board Representation - Low Income Representative

Board members meeting Low Income Representation requirement must complete this affidavit

I represent the interests of low-income families in this organization's targeted service area. I have checked the below manner in which I meet the qualification as a low-income representative.

- I qualify as a low-income resident under the HOME Program definition. The gross annual income of my household of 1 people is at or below 80% of the Miliam county area median income in the amount of \$29,350 (80% AMI limit); OR
I live in a low-income area (where 51% or more of the households in my US Census tract have incomes at or below 80% of the median household income, as defined by HUD), which is part of the CHDO's targeted service area. My census tract is (census tract number). The Census tract data must accompany this certification. OR
I am an elected representative of (name of low-income neighborhood organization), located within (name of neighborhood and city) which is part of the CHDO's targeted service area. A signed resolution or signed minutes and election roster from the neighborhood organization naming the individual as its representative on the CHDO's board of directors must be provided.

AND

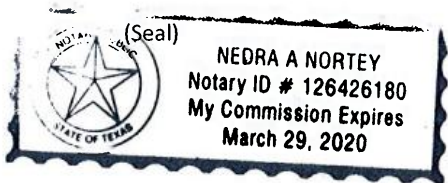
- Further, I have completed an accompanying CHDO Board Member Certification as to my status as a Public Official/Governmental Employee and re-affirm here that I am not a public official, employee, or appointee of a governmental entity. (Note: Board members who are public officials/governmental employees may not be counted as a Low Income Representatives for purposes of CHDO qualification.)

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status. If my status as a Low Income Representative changes at any time during my tenure on the board, I will immediately notify the board chair and executive director in writing and update my certification.

By: Brenda Harris
Signature of Authorized Representative
Brenda Harris
Printed Name
Director
Title
17-Feb-17
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that is signed Brenda Harris who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of February 20 17



Nedra P. Northey
Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
03.29.2020
My comission expires

2017 Affidavit of Low-Income Board Representation - Authorized Representative

I hereby certify that the individuals identified in the following affidavits are residents of a low income neighborhood, other low-income community resident, or elected representative of a low income neighborhood organization and is an active member of the Board of Directors of American Academy of Crisis Counseling, a private nonprofit corporation.

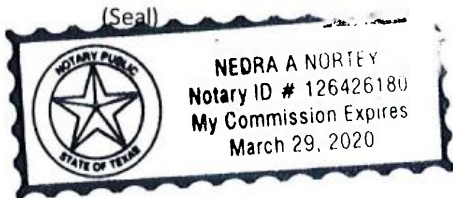
"Low income" is defined as households whose annual incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status.

By: Brenda Harris
Signature of Authorized Representative
Brenda Harris
Printed Name
Director
Title
February 17 2017
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Brenda Harris who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of February 20 17



Neora Northey
Notary Public Signature
Notary Public, State of Texas
County of Dallas
03.29.2020
My commission expires

2017 Affidavit of Low-Income Board Representation - Low Income Representative

Board members meeting Low Income Representation requirement must complete this affidavit

I represent the interests of low-income families in this organization's targeted service area. I have checked the below manner in which I meet the qualification as a low-income representative.

- I qualify as a low-income resident under the HOME Program definition. The gross annual income of my household of 1 people is at or below 80% of the Miliam county area median income in the amount of \$29,350 (80% AMI limit); OR
I live in a low-income area (where 51% or more of the households in my US Census tract have incomes at or below 80% of the median household income, as defined by HUD), which is part of the CHDO's targeted service area. My census tract is (census tract number). The Census tract data must accompany this certification. OR
I am an elected representative of (name of low-income neighborhood organization), located within (name of neighborhood and city) which is part of the CHDO's targeted service area. A signed resolution or signed minutes and election roster from the neighborhood organization naming the individual as its representative on the CHDO's board of directors must be provided.

AND

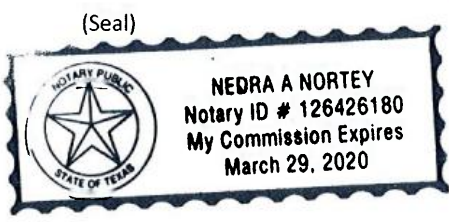
- Further, I have completed an accompanying CHDO Board Member Certification as to my status as a Public Official/Governmental Employee and re-affirm here that I am not a public official, employee, or appointee of a governmental entity. (Note: Board members who are public officials/governmental employees may not be counted as a Low Income Representatives for purposes of CHDO qualification.)

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status. If my status as a Low Income Representative changes at any time during my tenure on the board, I will immediately notify the board chair and executive director in writing and update my certification.

By: Brenda Williams
Signature of Authorized Representative
Brenda Williams
Printed Name
Director
Title
17-Feb-17
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that is signed Brenda Williams who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of February 20 17



Nedra A. Northey
Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
03.29.2020
My comission expires

2017 Affidavit of Low-Income Board Representation - Authorized Representative

I hereby certify that the individuals identified in the following affidavits are residents of a low income neighborhood, other low-income community resident, or elected representative of a low income neighborhood organization and is an active member of the Board of Directors of American Academy of Crisis Counseling, a private nonprofit corporation.

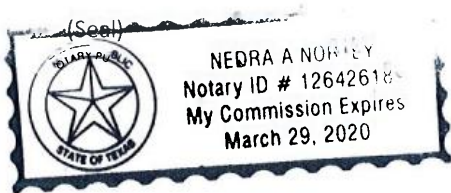
"Low income" is defined as households whose annual incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status.

By: Brenda Williams
Signature of Authorized Representative
Brenda Williams
Printed Name
Director
Title
February 17 2017
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Brenda Williams who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of February 20 17



Nedra Norley
Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
03 29 2020
My comission expires

2017 CHDO Certification

American Academy of Crisis Counseling

24-May-07

Name of CHDO

Date of Formation

On behalf of the Community Housing Development Organization ("CHDO") Applicant (hereinafter "Applicant"), I hereby certify that Applicant is familiar with the provisions of the federal HOME Final Rule, as published in 24 CFR §92, the state Uniform Model Rules, as published in 10 TAC Chapters 1, 2, and 10, 13, or 20 and 23 as applicable, and other related administrative rules, regulations and court rulings issued by the Federal government or state of Texas with respect to CHDOs and the HOME Investment Partnerships Program and will comply with such rules during the application process and in the event of award, for the duration of the development process and/or affordability period.

- I hereby certify that the Applicant will comply with the applicable requirements of the conflict of interest provisions state CFR §92.356 and 24 CFR §200.12.
- I hereby certify that the Applicant meets the requirements of the CHDO definition in 24 CFR §92.2.
- I hereby certify that no person or entity that would benefit from the award of HOME funds has provided a source of Money defined in 24 CFR §92.220 or has satisfied the Applicant's obligation pursuant to 10 TAC §10.307(a)(5) or made promissory connection therewith.
- I hereby certify any funds granted to the CHDO as CHDO Operating Expenses will be expended in compliance with 24 CFR §92.208, and 24 CFR §§200.32 and 200.33.
- I hereby certify the CHDO will create and follow a tenant participation plan as required in 24 CFR §92.303 for development activities.
- I hereby certify that all statements I have provided in this application and in the Sections herein are true; that I am authorized to sign this application, and to make these statements, on behalf of the applicant organization; and that the organization understands that misrepresentation of any facts which lead to the improper allocation and expenditure of public funds result in legal action against the organization for retrieval of any such funds and appropriate penalties.
- I agree the Department may, at its discretion, request additional information and/or documentation in its evaluation Application.
- I hereby certify that (I) we, as a CHDO, will qualify as the owner of rental housing as defined in 24 CFR §92.300(a)(2)-(5) or will qualify as the owner and developer of housing for homeownership as defined in 24 CFR §92.300(a)(6).

Signature of Authorized CHDO Representative

Rick Sims

Printed Name of Individual

Executive Director

Title

2/22/2017

Date

2017 Affidavit of Low-Income Board Representation - Authorized Representative

I hereby certify that the individuals identified in the following affidavits are residents of a low income neighborhood, other low-income community resident, or elected representative of a low income neighborhood organization and is an active member of the Board of Directors of American Academy of Crisis Counseling, a private nonprofit corporation.

"Low income" is defined as households whose annual incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status.

By:



Signature of Authorized Representative
Rick Sims

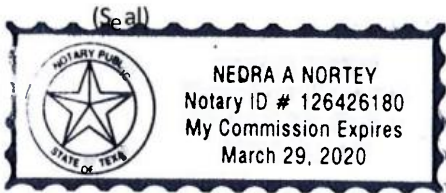
Printed Name
Executive Director


Title
2/22/2017


Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Rick Sims who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 2017





Notary Public Signature


Notary Public, State of
Dallas

County of
03.29.2020

My comission expires

2017 Affidavit of Standards for Financial Management Systems

Date: 2/22/2017

Affiant: Rick Sims

Recipient: American Academy of Crisis Counseling
(Exact Legal Name of Organization)

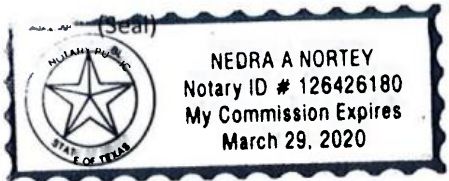
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

- 1. Affiant is the President AND/OR Chief Financial Officer of the Applicant and is authorized to make this affidavit on behalf of Applicant.
2. Applicant's financial management systems conform to the financial accountability standards that provide for and incorporate the following:
a. Accurate, current, and complete disclosure of the financial results of each federally-sponsored project;
b. Records which identify the source and application of funds for federally-sponsored activities.
c. Control over and accountability for all funds, property and other assets;
d. Comparison of outlays with budget amounts for each award;
e. Written procedures to minimize the time elapsing between the receipt of funds and the issuance or redemption of checks for program purposes by the recipient;
f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles and the terms and conditions of the award;
g. Accounting record, including cost accounting records that are supported by source documentation.
h. Applicant's fiscal year period is 1-Jan to 31-Dec and its total operating budget is \$ 50,000 for FY 2017. Applicant will receive \$ - from other Participating Jurisdictions in CHDO Operating funds, and/or educational support funds, and \$ 50,000 in total CHDO Operating funds from the Department.

By: [Signature]
Signature of Authorized Representative
Rick Sims
Printed Name
2/22/2017
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Rick Sims who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 20 17



[Signature]
Notary Public Signature
Notary Public, State of
Dallas
County of
03.29.2020
My Commission Expires

Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name: American Academy of Crisis Counseling

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? Yes

If no to the question above, what is its current legal status?

If "Other" please specify:

Date of legal formation of Nonprofit Organization:

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? No

If "Yes", will this nonprofit organization Control the Applicant?

What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit's participation:

3) Describe the nonprofit's participation in the operation of the Development throughout the Compliance and/or extended use period:

The Non Profit will have 100 percent involvement in the operation and oversight of the housing program

4) Will the nonprofit receive part of the development fees paid in connection with the development? Yes

If "Yes," explain: The Non Profit is scheduled to receive 100 percent of the developers fees

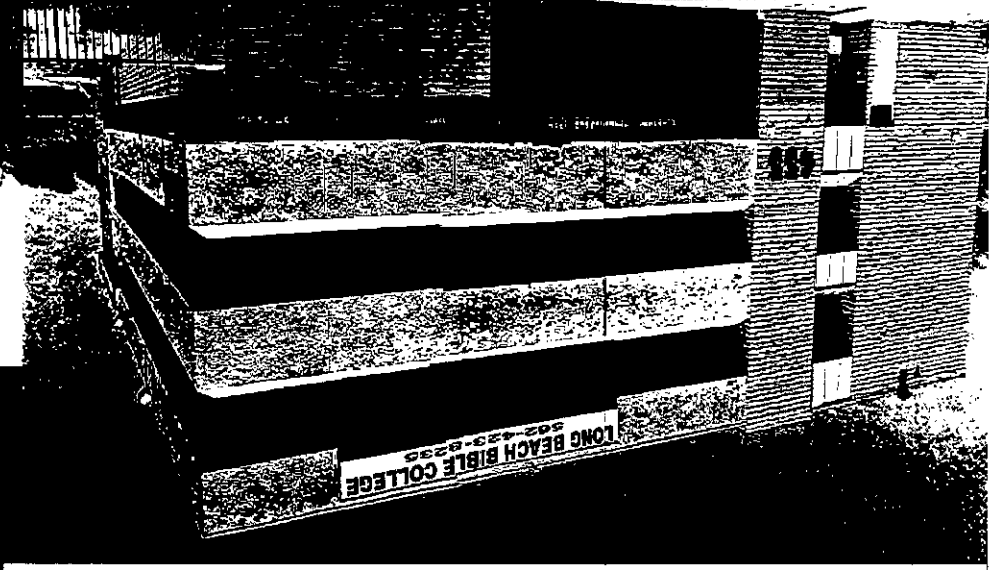
LIST OF THE NONPROFIT ORGANIZATION'S BOARD MEMBERS, DIRECTORS AND OFFICERS

Dr. Leroy V. Swift		President	
Name		Title	
1804 Murray Ave.		Tx.	
Address		City	State Zip
(512) 446-2574			
Phone	Ext.	Fax or Email	Occupation
Bertha Roscoe PH.D.		Secretary	
Name		Title	
512 Maple Run Dr.		Round Rock	Tx 78664
Address		City	State Zip
(512) 425-4211			
Phone	Ext.	Fax or Email	Occupation
John Garcia		Member	
Name		Title	
1007 S FM 908		Rockdale	TX 76567
Address		City	State Zip
(512) 867-1323			
Phone	Ext.	Fax or Email	Occupation
Dr. Mark Rankin		Member	
Name		Title	
783 Winding Oaks		Waco	TX 76704
Address		City	State Zip
(254) 867-1323			
Phone	Ext.	Fax or Email	Occupation
Dr. Etienne Mwarabu		Member	
Name		Title	
38069 Stoney Creek Ln		College Station	Tx 76704
Address		City	State Zip
(979) 220-4904			
Phone	Ext.	Fax or Email	Occupation
Angela White		Member	
Name		Title	
728 Green St.		Rockdale	Tx 76567
Address		City	State Zip
(512) 446-0119			Hospitality Hostess
Phone	Ext.	Fax or Email	Occupation
Anna M. Davis		Member	
Name		Title	
4505 Cisco Valley Dr,		Round Rock	Tx 76567
Address		City	State Zip
(512) 251-7338			Hospitality Hostess
Phone	Ext.	Fax or Email	Occupation

Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	
Name		Title		
Address		City	State	Zip
Phone	Ext.	Fax or Email	Occupation	



Long Beach Bible Institute—Long Beach, CA
 Implemented, oversaw and spearheaded the development and accreditation of what was formerly
 LBBC (Long Beach Bible College) now Long Beach Bible Institute.



Noah's Ark Development Consulting, Inc.

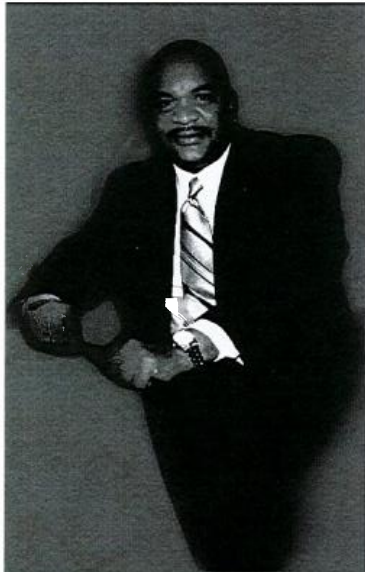
Preacher
 Outreach Ministry
 Support

A new start... A new beginning

NOAH'S ARK DEVELOPMENT CONSULTING FIRM

Main Office:
 420 Walnut Street
 Minden, Louisiana 71055
 318.377.1592 ph/fax
 832.754.8090 mobile

Houston Office:



What Other's Have to Say.



RI-WARD THIRD WARD, INC.

From Left
Chairman

Rev. Rick Sims
President

December 1, 2011

To Whom It May Concern:

Rev. Rick Sims is currently employed by our organization Re-Ward Third Ward, Inc., as the Director of Multi-family Housing Development. During his tenure with this firm from September 2004 to present, he has generated revenue (Tax Credit/Equity Funding) totaling \$16 million dollars. He has been certified as a Housing Tax Credit Consultant by the Texas Department of Housing and Community Affairs in Austin, Texas as is listed among its qualified Application Consultants.

In 2007, due to the efforts of Rick Sims, we completed construction of Zion Valley Senior Luxury Apartments (a \$6.5 million dollar development). This project is a 50-unit multi-family development for independent senior adults age 55 and older. And in 2010, he was successful in securing 9.5 million in Tax Credits for the Zion Gardens Supportive Housing for Veteran Women and Children. The Zion Gardens Project is scheduled to begin construction January 2012 in addition to the aforementioned projects, Rev Sims has already begun work on four (4) Tax Credit Multi-Family Applications, which are due in January and April of 2012.

Rev Sims is also on the ministry staff of the Greater Zion Missionary Baptist Church. He has been a tremendous asset to this ministry. He has served on the Evangelism and Outreach Ministry and is an active volunteer in the Food Pantry Ministry.

Rev. Rick Sims is a spiritual man who operates with integrity and principle. He has continued to govern his life by the biblical mandate that "to whom much is given, much is required". He has an awesome ability to achieve despite the many challenges he has faced, he is living proof that the Grace of God is truly amazing.

Sincerely,

 Rev. L. David Jones
 President

Mission Statement

Working With You Every Step of the Way

Noah's Ark Development Consulting, Inc was formed to expand your outreach ministry. I bring to the table more than 15 years experience in all facets of administration, management of the implementation and facilitation of single and multi-family housing. My skills, experience, dedication and professionalism, provide me the ability to develop and implement comprehensive, customized and attainable solutions to meet your affordable housing needs. Not only does my firm have a proven track record, but also support the communities in which it serves. At Noah's Ark Development, Inc., we specifically cater to non-profit entities and a proven leader when it comes to providing the necessary skills to help you achieve your outreach ministry goals.

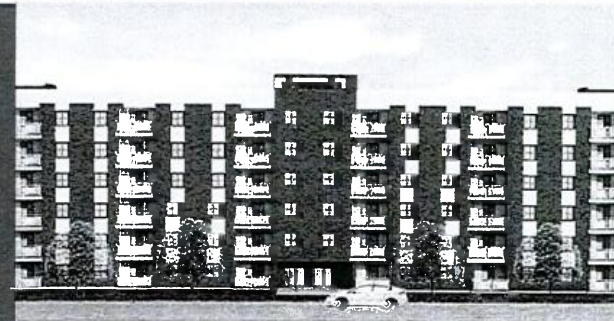
WHAT YOU CAN EXPECT

- TRIED AND TRUSTED PERFORMANCE
- FLEXIBILITY
- SUSTAINABILITY
- EXPERIENCE
- LEADERSHIP
- PROFESSIONALISM
- INDEPENDENCE
- RELIABILITY
- DEPENDABILITY TO SEE IT THROUGH
- A MINISTER MINISTERING TO YOUR NEEDS

DEDICATED TO HELPING YOU BROADEN YOUR OUTREACH HO

ZION GARDENS— HOUSTON, TX

- ◆ 70 Unit Supportive
- ◆ \$2,872,494 Construction Loan
- ◆ \$1,567,463 Perm Loan
- ◆ \$6,677,510 Tax Credit Equity
- ◆ \$1,400,000 City of Houston
- ◆ \$9,225,244 Total Development Cost



About The Low Income Housing Tax Credit Program

The Low Income Housing Tax Credit (LIHTC or Tax Credit) program was created by the Tax Reform Act of 1986 as an alternative method of funding housing for low and moderate income households, and has been in operation since 1987. Until 2000, each state received a tax credit of \$1.25 per person that it can allocate towards funding housing that meets program guidelines. Currently, legislation is pending to increase this per capita allocation. This per capita allocation was raised to \$1.50 in 2001, to \$1.75 in 2002, and adjusted for inflation beginning 2003. These tax credits are then used to leverage private capital into new construction or acquisition and rehabilitation of affordable housing.

The tax credits are determined by the development costs, and are used by the owner. However, often, because of IRS regulations and program restrictions, the owner of the property will not be able to use all of the tax credits and therefore, many LIHTC properties are owned by limited partnership groups that are put together by syndicators. In this manner, a variety of companies and private investors participate within the LIHTC program, investing in housing development and receiving credit against their federal tax liability in return. Tax Credits must be used for new construction, rehabilitation or acquisition and rehabilitation and project must meet a specified criteria.



SINGLE AND MULTI-FAMILY UNITS

ZION VILLAGE—HOUSTON, TX

- ◆ 50 Unit Senior Housing
- ◆ \$3,650,000 Construction Loan
- ◆ \$ 900,000 Perm Loan
- ◆ \$5,360,757 Tax Credit Equity
- ◆ \$ 500,000 City of Houston
- ◆ \$6,867,194 Total Development Cost



A MINISTER SERVING GOD AND MY FELLOW MAN WITH INTEGRITY & BIBLICAL PRINCIPLE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

HOUSING TAX CREDIT CONSULTANT AGREEMENT

APPLICATION AGREEMENT FOR

Texas Department Of Housing And Community Affairs' (TDHCA) Year 2010 Application
Round For Award Of Low Income Housing Tax Credits (LIHTC)

THIS HOUSING TAX CREDIT CONSULTING AGREEMENT ("*Agreement*") is made and entered into this the 12th day of October by and between RICK SIMS an individual, d/b/a SIMCO MINISTRY DEVELOPMENT, INC. hereinafter referred to as (*the "Consultant"*) and Zion Gardens Affordable Housing ., LLC. A Texas Limited Liability Company, hereinafter referred to as (*the "Developer"*) (*the "Parties"*).

WITNESSETH

WHEREAS, Consultant previously prepared and submitted the application numbered 10035 (*the "Application"*) on behalf of the Developer to the TDHCA for the year 2010 awards competition (*the "Competition"*) for a Grant of Low Income Housing Tax Credits (*the "Credits"*) for the project named Zion Bayou (*the "Project"*); and

WHEREAS, Developer seeks to engage Consultant for the resubmission of said Application for the year 2010 Round of the TDHCA's Competition for a Grant of Low Income Housing Tax Credits; and

WHEREAS, Consultant accepts engagement to submit said Application for the year 2010 Round of the TDHCA's Competition for said Credits on behalf of Developer,

NOW THEREFORE, the Parties herein mentioned above and below are mutually desirous in continuing to work together for their common and mutual benefit and in reliance upon and consideration of the premises set forth above and the mutual promises, assertions and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, said Parties agree to the following:

SUMMATION

PURPOSE OF CONTRACT SERVICES: Consultant shall submit Year 2010 TDHCA Application #10035 For Eligibility in Year 2010 Round Of TDHCA's Awards Competition For Grant Of LIHTCs. Under Section 42 Of The Internal Revenue Code Of 1986, As Amended.

PROJECT NAME: ZION GARDENS.

PROJECT OWNER: ZION GARDENS, LTD.

REWARD THIRD WARD INC.

PROJECT GENERAL CONTRACTOR: TBD



PROJECT ARCHITECT/ENGINEER: SIR, INC.

CONSULTANT COMPENSATION: Total potential compensation: \$150,000.00. Payment terms: \$0 is on deposit with and has been received by Consultant. \$1.00 shall be paid to Consultant upon execution of this Agreement. Remaining balance of \$149,999.00 to be paid to Consultant upon closing of Project's construction loan. Consultant shall be reimbursed for out of pocket travel expenses.

CONTROLLING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, contemporaneous agreements, representations and understandings of the Parties, No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties.

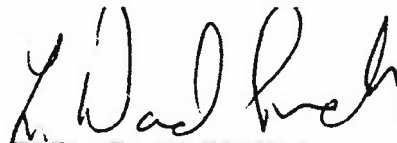
[N WITNESS WHEREOF, This Agreement will take affect and will be duly executed and considered legally binding on the latest date of the last signature.

FOR CONSULTANT:



RICK SIMS
President
Simco Ministry Development, Inc.

Date: 7-1-



FOR DEVELOPER
L.DAVID PUNCH

7/1/09

Manager
Zion Gardens L&I.

Date:

Fraudulent Document

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (this "Agreement") is dated effective this 28th day of May, 2012, by and among Zion Gardens, Ltd., a Texas limited partnership ("Partnership"), Zion Gardens Affordable Housing, LLC, a Texas limited liability company ("General Partner"), Integrated Zion SLP, LLC, a Texas limited liability company ("Integrated"), Kenneth W. Fambro, II ("Fambro"), Richard E. Simmons ("Simmons"), RES ICD, LP, a Texas limited partnership ("ICD"), RES IHS, LLC, a Texas limited liability company ("IHS"), Re-Ward Third Ward, a Texas nonprofit corporation ("RWTW"), L. David Punch ("Punch") Rick Sims ("Sims"), Simco Ministry Development, Inc., a Texas corporation ("Simco"), and New Eco Power Now ("Subcontractor").

Partnership, General Partner, Integrated, Fambro, Simmons, ICD, IHS, RWTW and Punch may be referred to herein individually as a "Zion Party" or collectively as the "Zion Parties." ICD and RWTW may be referred to herein collectively as "Developers." Sims, Simco and Subcontractor may be referred to herein individually as a "Sims Party" or collectively as the "Sims Parties." Zion Parties and Sims Parties may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

A. Partnership is developing a multi-unit residential apartment complex in Harris County, Texas (the "Project"), upon certain real property more particularly described on Exhibit "A" attached to, and incorporated in, this Agreement (the "Property").

B. The Sims Parties assert various claims against one or more Zion Parties, including Subcontractor's claim for a mechanic's and materialman's lien, which is described in the Claim of Mechanic's Lien attached to this Agreement as Exhibit "B" (the "M&M Lien Claim").

C. The Parties, recognizing bona fide disputes exist among them, have agreed to settle and compromise and do hereby settle and compromise their disputes in accordance with the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained, for Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Acknowledgements. The Parties acknowledge that Partnership became obligated to pay the Sims Parties the amount of \$150,000.00 (the "Obligation") for services rendered by the Sims Parties to Partnership. The Parties further acknowledge that Partnership has paid to the Sims Parties \$10,000.00 of the Obligation (which the Sims Parties acknowledge they have received) and that \$140,000.00 of the Obligation is currently outstanding. The Sims Parties represent that the Obligation has not been assigned to any party and that the Sims Parties are the only persons entitled to payment of the Obligation.

2. Settlement Payment. The Sims Parties shall be paid \$140,000.00 (the "Settlement Payment") as follows:



(a) One or more Zion Parties shall pay \$35,000.00 contemporaneously with the execution of this Agreement;

(b) \$50,000.00 shall be paid from the proceeds of the developer fee installment payment owed to Developers as the developers of the Project *immediately following* such time as Developers have recouped \$275,250.00 in developer fees from the Project. Developers expect to receive the installment payment necessary to pay the Sims Parties pursuant to this subsection at the time Partnership's construction loan is converted to a permanent loan; and

(c) The remaining \$55,000.00 of the Settlement Payment shall be paid out of the final equity installment paid to Partnership by the tax credit investor limited partner of Partnership when Partnership receives the IRS form 8609 from the Texas Department of Housing and Community Affairs.

The Parties acknowledge that payment of the Settlement Payment shall constitute full, final and complete payment and satisfaction of the Obligation. The parties further acknowledge that, other than the Obligation, no other obligation or indebtedness is currently owed to any Sims Party by any Zion Party. Upon payment of the Settlement Payment, the Zion Parties will have fully discharged all of their respective obligations to the Sims Parties, including, without limitation, the Obligation and all amounts due and owing for work on, or materials supplied to, the Project, whether or not included in the M&M Lien Claim.

3. Release of Lien. Subcontractor shall, contemporaneously herewith, execute and deliver to Partnership, a release of lien in form and substance as attached to this Agreement as Exhibit "C." The Sims Parties hereby covenant and agree that each will never institute or cause to be instituted or continued prosecution of any suit, foreclosure action or proceeding or any other form of action or proceeding of any kind or nature whatsoever against the Property or any of the Zion Parties by reason of, or in connection with, the Obligation or the M&M Lien Claim.

4. Mechanic's and Materialman's Liens. The Sims Parties acknowledge and agree that each has no legal right to file any further mechanic's and materialman's liens against the Property and, to the extent that any right does exist, the Sims Parties each hereby covenant and agree that it waives such right and that each will never file or cause to be filed a mechanic's and materialman's liens against the Property after the date of this Agreement. To the extent the Sims Parties violate this Section 4 and file a mechanic's and materialman's lien against the Property, any unpaid amounts due to the Sims Parties under this Agreement shall be waived and the Zion Parties shall be released of its obligations to pay any unpaid amounts of the Settlement Payment at that time.

5. Mutual General Release and Waiver.

a. Each Zion Party forever and completely releases, waives, acquits and discharges each Sims Party and its respective heirs, predecessors, successors, assigns, past and present managers, officers, members, directors, partners, agents, subsidiaries, affiliates, servants, representatives, employees, and each of them of and from any and all

claims, demands, actions, causes of action, suits, disputes, contracts, covenants, controversies, agreements, promises, liabilities and rights of every kind and nature whatsoever, whether in contract or tort, whether common law or statutory, whether known or unknown, whether liquidated or unliquidated.

b. Each Sims Party forever and completely releases, waives, acquits and discharges the Property, the Project and each Zion Party and its respective heirs, predecessors, successors, assigns, past and present managers, officers, members, directors, partners, agents, subsidiaries, affiliates, servants, representatives, employees, and each of them of and from any and all claims, demands, actions, causes of action, suits, disputes, contracts, covenants, controversies, agreements, promises, liabilities and rights of every kind and nature whatsoever, whether in contract or tort, whether common law or statutory, whether known or unknown, whether liquidated or unliquidated, including, but not limited to, (i) the nonpayment by one or more Zion Parties of amounts owed in connection with the Project, including the Obligation and the payments forming the basis of the M&M Lien Claim and (ii) any breach of contract for payment of fees and expenses for services rendered to any of the other Zion Parties.

c. Nothing herein shall be construed as a release or a waiver of any Party's obligations under this Agreement. This is a general release.

6. Indemnification. Each Party hereby agrees to indemnify, defend and hold each other Party harmless from and against, all claims, demands, actions, causes of action, suits, disputes, contracts, covenants, controversies, agreements, promises and liabilities of any nature that arise from, relate to, or are otherwise associated with, such claims waived, released and discharged by the Parties in this Agreement.

7. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas without regard to choice of law principles, and all obligations of the parties created hereunder are performable in Harris County, Texas.

8. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

9. Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

10. Attorneys' Fees and Legal Expenses. Should any Party hereto institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing Party shall be entitled to receive from the losing Party all reasonable attorneys' fees and all court costs incurred in connection with said proceeding.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Modification. This Agreement may not be modified or amended except by a written instrument signed by all of the Parties hereto and referring specifically to this Agreement.

13. Authority. Each signatory, by signing below, represents to each other Party that such signatory has the requisite authority to enter into this Agreement.

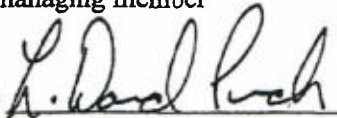
[Signature Page Follows]

EXECUTED and EFFECTIVE as of the date above set forth.

ZION GARDENS, LTD.,
a Texas limited partnership

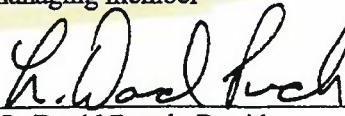
By: Zion Gardens Affordable Housing, LLC,
a Texas limited liability company,
its general partner

By: Re-Ward Third Ward
a Texas nonprofit corporation,
its managing member


By: 
L. David Punch, President

**ZION GARDENS AFFORDABLE
HOUSING, LLC,**
a Texas limited liability company

By: Re-Ward Third Ward
a Texas nonprofit corporation,
its managing member

By: 
L. David Punch, President

INTEGRATED ZION SLP, LLC,
a Texas limited liability company


By: 
Kenneth W. Fambro, II, Vice President


KENNETH W. FAMBRO, II



RICHARD E. SIMMONS

RES ICD, LP,
a Texas limited partnership

By: RES ICD GENPAR, LLC,
a Texas limited liability company,
its general partner

By: 
Richard E. Simmons, President

RES IHS, LLC,
a Texas limited liability company

By: 
Kenneth W. Fambro, II, Vice President

RICK SIMS

SIMCO MINISTRY DEVELOPMENT INC.,
a Texas corporation

By: _____
Rick Sims, President

NEW ECO POWER NOW

By: _____
Name: _____
Title: _____

RES ICD, LP
a Texas limited partnership

By: **RES ICD GENPAR, LLC**
a Texas limited liability company,
its general partner

By: _____
Richard E. Simmons, President

RES IHS, LLC
a Texas limited liability company

By: _____
Kenneth W. Fambro, II, Vice President



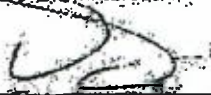
RICK SIMS

SIMCO MINISTRY DEVELOPMENT INC.
a Texas corporation

By: 

Rick Sims, President

NEW ECO POWER NOW

By: 

Name: **RICK SIMS**
Title: **PRESIDENT**



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS
J. Paul Ozer, *Chair*
Juan S. Muñoz, PhD, *Vice Chair*
Leslie Bingham-Escareño
Tom H. Garn
Tolbert Chisum
JB Goodwin

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOUSING TAX CREDIT PROGRAM COMMITMENT

This Housing Tax Credit Commitment (the "**Commitment**") in connection with an award of Housing Tax Credits from the 2015 State Housing Credit Ceiling is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (the "**Department**"), and **PALM PARQUE LTD.**, (the "**Development Owner**"), herein collectively referred to as the "**Parties**." This Commitment does not constitute an "allocation" for purposes of Section 42 of the Internal Revenue Code.

RECITALS

WHEREAS, Development Owner agrees to carry out the new construction, rehabilitation, and/or reconstruction of the Development as more fully described in TDHCA application number **15000** (the "Application") and in accordance with all representations made in the Application, as may be amended from time to time, and as required to adhere to Chapter 2306 of the Texas Government Code ("Chapter 2306"), Title 10 of the Texas Administrative Code ("10 TAC") Chapter 1 ("Administration"), Chapter 10 ("Uniform Multifamily Rules"), and Chapter 11 ("Qualified Allocation Plan"), Section 42 of the Internal Revenue Code ("Section 42"), all applicable Internal Revenue Service ("IRS") notices and revenue rulings, all applicable Regulations and Decisions of the United States Department of the Treasury, and all other applicable state and federal laws, rules, regulations, and other requirements, all collectively referred to herein as the "Legal Authorities" and

WHEREAS, Department has reviewed the Application and the Governing Board of the Department approved an award of Housing Tax Credits on **July 30, 2015** in accordance with the Legal Authorities;

NOW, THEREFORE, for and in consideration of the promises herein made, and the mutual benefits derived and to be derived, the Parties hereto, each intending to be legally bound, do by their execution hereof agree as follows:



TERMS

Development	PALM PARQUE
Development Owner	Palm Parque Ltd.
Development Address	0 GRIGGS RD., 5915 SCHROEDER RD., AND 0 SCHROEDER RD. HOUSTON, TX 77021
Building Identification Numbers	TX 15-00001 - 15-00099
Set-Asides	NONPROFIT
Allocation Category	NEW CONSTRUCTION
Annual Tax Credit Commitment Amount	\$516,648
Contact Person	L.DAVID PUNCH
Contact Address	3202 TRULLEY AVE. HOUSTON, TX 77004
Contact Phone/Email	PASTORPUNCH@YAHOO.COM
Issuance Date of Commitment Notice	August 18, 2015
Expiration Date of Commitment Notice	September 17, 2015

CONDITIONS

The Annual Tax Credit Commitment Amount reflected in the Commitment is the maximum amount of tax credits awarded by the Board. It is subject to downward (but not upward) adjustment in accordance with applicable laws, rules, and regulations concerning the issuance of IRS Form 8609 for each building so as to ensure, among other things, that no more credits than necessary are provided and ultimately allocated. In issuing this Commitment, the Department has relied upon the information submitted by the Development Owner to be accurate and complete in all material respects. The Department reserves the right to revoke, modify, or terminate this Commitment if the Department determines that the Development Owner has provided erroneous, misleading, incomplete, or fraudulent information to the Department or other parties for which the Legal Authorities require notification in connection with the Application for Housing Tax Credits or has in a material manner failed to comply with a state or federal requirement applicable to the application for and awarding of tax credits and such failure cannot be cured or waived.

Pursuant to §10.402(a) of the Uniform Multifamily Rules, this Commitment Notice shall expire on the date specified herein below in paragraph A unless the Development Owner indicates acceptance by executing the Commitment Notice, paying the required fees specified in §10.901 of the Uniform Multifamily Rules, and satisfies any other conditions set forth herein or in the Uniform Multifamily Rules. Without limitation, failure to submit the documentation in sections A-I below, by the specified submission dates may result in the termination of the award documented in this Commitment:

A. No later than **September 17, 2015**, which is the expiration date of this notice, the Development Owner must provide in form and substance satisfactory to the Department's staff in their reasonable judgment all of the following items to the Department (if not already provided):

D. In accordance with §42(h)(1)(E)(i) of Section 42, all Buildings in the Development must be placed in service no later than **December 31, 2017**.

E. Extensions to the deadlines itemized in paragraphs B, C, and D, to the extent permitted under the Legal Authorities, must be requested in accordance with §10.405(d) of the Uniform Multifamily Rules and must be submitted prior to the date for which an extension is being requested. The Department may require documentation relating to the need for any extension and may assess point deductions on other current or future applications in accordance with Chapter 2306, §2306.6710(b)(2).

F. Should any terms of the proposed capital structure change, the analysis must be re-evaluated and adjustment to or termination of the credit allocation and/or terms of other TDHCA funds may be warranted. This Commitment is subject to development-specific conditions reflected in the department's Credit Underwriting Analysis Report which is yet to be published. Documentation required to satisfy each condition in the report must be submitted to the Department by the deadline specified for each condition in the report. This report may also reflect a tax credit award recommendation which is less than the Annual Tax Credit Commitment Amount listed in this Commitment, in which case the Commitment and/or Carryover may require amendments.

G. This Commitment Notice is also subject to the following development-specific conditions. Unless otherwise stated within the specific condition (which may not conflict with any of the Legal Authorities), the documentation required to demonstrate satisfaction of each condition must be submitted to the Department no later than 5:00 p.m. Central Time Zone on **September 17, 2015**.

1. Receipt of a funding commitment from a qualifying source as required by §11.9(d)(2) of the QAP that is sufficient to support the points elected in the Application and the award of Housing Tax Credits. The commitment must clearly identify the terms of the funding provided and include a statement that any funds committed were not first provided to the Local Political Subdivision by the Applicant or a Related Party to the Applicant.
2. Confirmation letter from 811 Program Staff indicating that:
 - a. Application (or an existing property) is participating in Section 811 Project Rental Assistance Demonstration Program and therefore qualifies for points under §11.9(c)(7)(A) related to Tenant Populations with Special Housing Needs; or
 - b. Application does not qualify for participation in Section 811 Project Rental Assistance Demonstration Program and therefore agrees to set aside 5% of the total Units for Persons with Special Needs under §11.9(c)(7)(B) related to Tenant Populations with Special Housing Needs.


H. Development Owner acknowledges that this Commitment does not represent a commitment of any funds awarded under the HOME program or any other loan or grant program. However, those Development Owners expecting a commitment of Federal funds from the Department are cautioned against taking any choice-limiting action as discussed in CPD Notice 01 - 11, including but not limited to any transfers and assignments of the property, in anticipation of the Federal commitment but prior to receiving Federal environmental clearance from the Department. Development Owners expecting ultimately to receive a commitment of Federal funds from the Department are encouraged to familiarize themselves in detail with the HUD environmental review process and submit their request for Federal environmental clearance as soon as possible.

I. Included with this Commitment Notice is the "Application Verification and Compliance Review" form. This review form contains representations from the Application, changes during the Application


- I. This Commitment, accepted and agreed to by the Development Owner as evidenced by the original signature of an individual duly authorized to act on behalf of the Development Owner without need of joinder or approval by anyone else;
- II. In accordance with §10.901(8) of the Uniform Multifamily Rules, a check for the Commitment Fee in the amount of **\$20,665**;
- III. In accordance with §10.901(10) of the Uniform Multifamily Rules, a check for the Building Inspection Fee in the amount of **\$750**;
- IV. In accordance with §10.402(d) of the Uniform Multifamily Rules, all of the following documents must be submitted by the Development Owner:
 - a. For Texas entities, a copy of the Certificate of Filing for the Certificate of Formation and a Certificate of Fact from the Office of the Secretary of State. If formed outside the state of Texas, a Certificate of Application for foreign qualification in Texas and a Certificate of Fact from the Texas Secretary of State. If the entity is newly formed and a Certificate of Fact is not available, a statement is provided to that effect;
 - b. Franchise Tax Account Status from the Texas Comptroller of Public Accounts. If the entity is newly formed and no status is available then a statement to such effect shall be submitted;
 - c. Evidence in the form of a certified corporate resolution that the signer(s) of the Commitment Notice has (have) the authority to sign on behalf of the Applicant and that those Persons signing the Application constitute all Persons required to sign or submit such documents; if intervening entities are involved in any such execution, certified resolutions as to the authority of any persons executing on their behalf must also be provided;
 - d. Evidence of final approval of any zoning that was proposed or needed to be changed pursuant to the Development plan;
 - e. Evidence of satisfaction of any conditions identified in the Credit Underwriting Analysis Report or any other conditions of the award required to be met at Commitment Notice; and
 - f. Documentation of any changes to representations made in the Application subject to §10.405 of the Uniform Multifamily Rules (relating to Amendments and Extensions).
- B. In accordance with §10.402(f) of the Uniform Multifamily Rules, all documents outlined in the Carryover Manual relating to the execution of a **Carryover Allocation Agreement** pursuant to §42(h)(1) of Section 42 and Treasury Regulations §1.42-6 must be submitted to the Department no later than 5:00 p.m. Austin local time on **November 2, 2015**, unless such date is extended in writing by Department.
- C. In accordance with §10.402(g) of the Uniform Multifamily Rules and pursuant to §42(h)(1)(E)(i) and (ii) of Section 42, all documents outlined in the Post Carryover Activities Manual relating to the 10% Test must be submitted to the Department no later than 5:00 p.m. Austin local time on **July 1, 2016**, unless extended in writing by Department.

process, and the Application as underwritten and approved by the Board. Please review the attachment for accuracy and identify any errors by marking the corrected information in red. The Application Verification and Compliance Review form, initialed and signed by a person with full authority to act on behalf of the Development Owner, must be submitted with this Commitment Notice.

J. In addition to the requirements of the Legal Authorities, Development Owner hereby agrees and acknowledges that all assurances, pledges, conditions, restrictions, representations, obligations or the likes, however designated which the Development Owner (including any of its affiliates) undertook in applying for Housing Tax Credits will be incorporated into a Land Use Restriction Agreement ("LURA") or other applicable document with respect to the Development. Such LURA or document will also incorporate provisions requiring compliance with Section 42 and with Chapter 2306, including but not limited to requirements for: annual reporting and periodic inspections; payment of the fees, charges, and expenses of the Department in connection with monitoring and compliance activities; management, operating, maintenance, and repair standards; tenant selection and income certification; limitations on rents, charges, and fees payable by tenants; cost controls and management selection; and a minimum thirty-year affordability period, or such longer period as elected and set forth in the Application. If any liens (other than mechanic's or materialmen's liens for which construction bonds are in place or other provisions made to ensure discharge) have been recorded against the Development prior to the recording of the LURA, the Development Owner shall also obtain and submit to the Department the subordination of the rights of any such lienholder, or other effective consent, to the survival of certain obligations contained in the LURA following the foreclosure of any such lien.



Tom Gouris, Deputy Executive Director



Date

I (We), Development Owner, hereby acknowledge and agree to abide by all terms and conditions stated in this Notice and any referenced documentation contained herein.

I (We), on behalf of the Development Owner, hereby acknowledge and agree that pursuant to §10.406 of the Rules, the transfer of an allocation of Housing Tax Credits or ownership of a Development supported with an allocation of Housing Tax Credits to any person including an Affiliate of the Development Owner shall not occur unless the Development Owner obtains the Department's prior, written approval of the transfer.

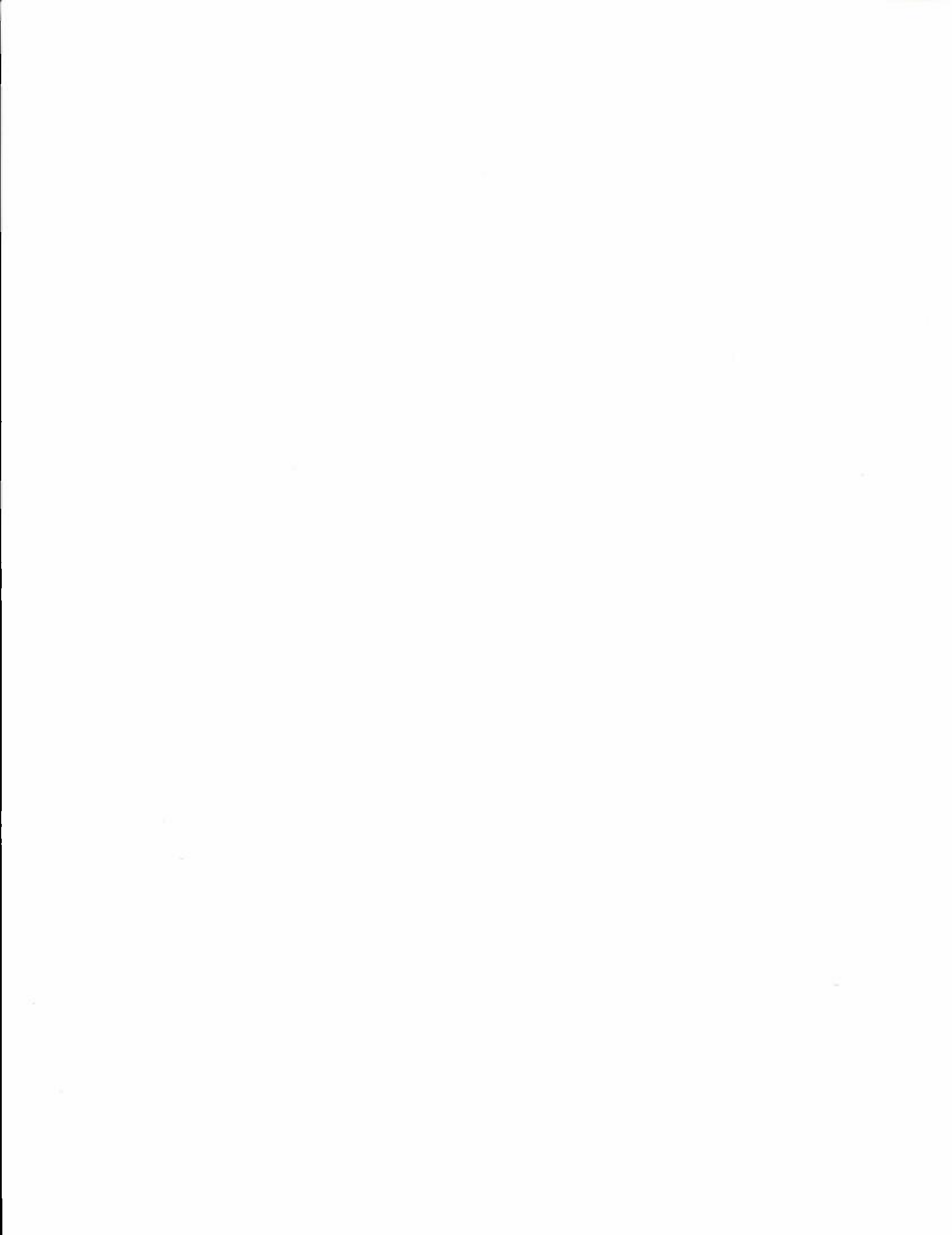
I (We) hereby acknowledge that failure to comply with this Notice, the Department's Rules and QAP, as applicable, and any referenced documentation contained therein may result in a refusal of the Department to issue IRS Form(s) 8609 for purposes of Housing Tax Credits as well as its exercise of other remedies, including revocation of this Notice.

I (we) hereby acknowledge that the Development will be constructed in compliance with the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" *Federal Register 79 FR 29671*, and as further amended by 10 TAC Chapter 1, Subchapter B.

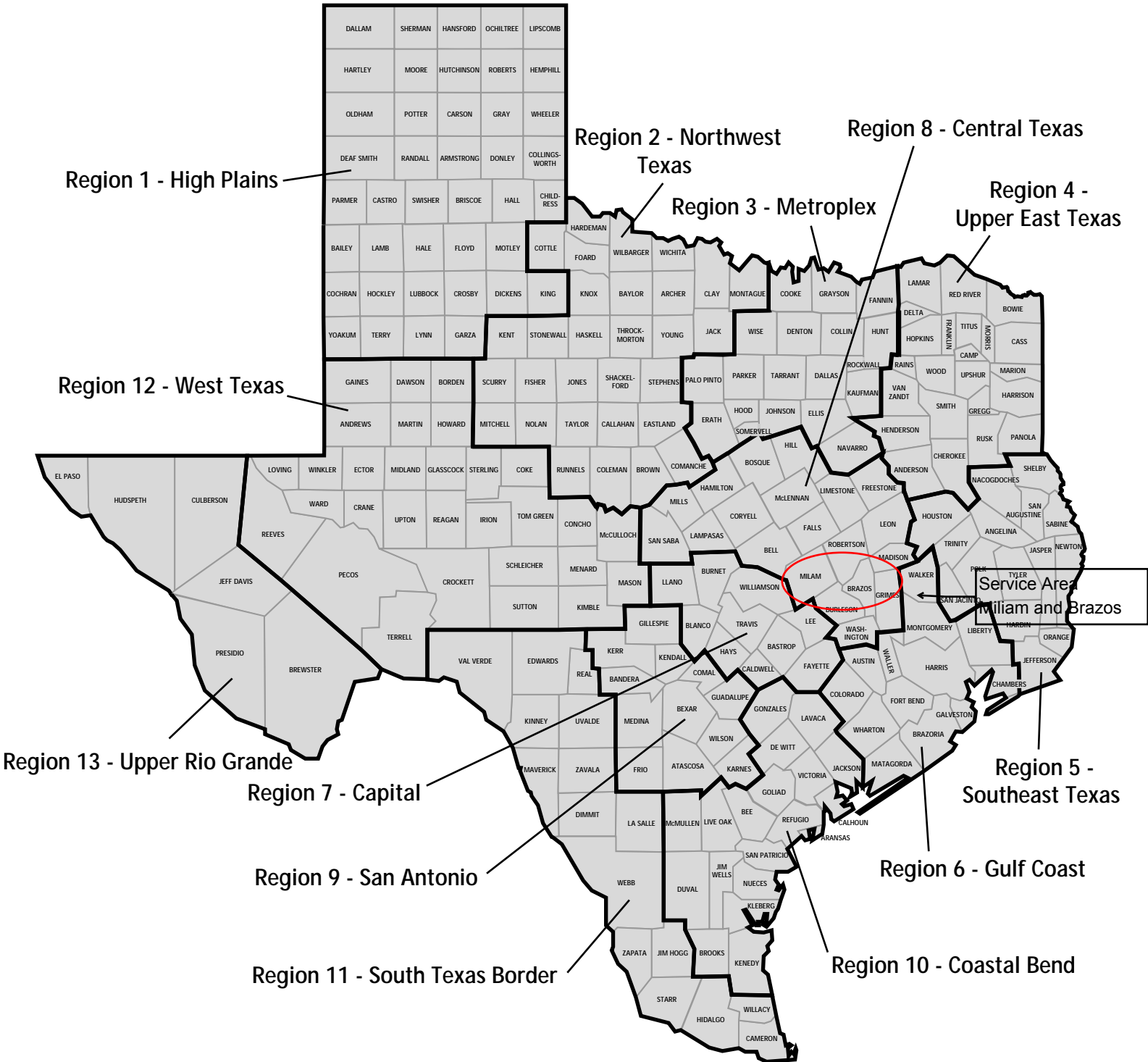
Authorized Representative

Date

Authorized Representative (Printed Name, Title)



13 Uniform State Service Regions of Texas



Region	County
Region 1	Armstrong
Region 1	Bailey
Region 1	Briscoe
Region 1	Carson
Region 1	Castro
Region 1	Childress
Region 1	Cochran
Region 1	Collingsworth
Region 1	Crosby
Region 1	Dallam
Region 1	Deaf Smith
Region 1	Dickens
Region 1	Donley
Region 1	Floyd
Region 1	Garza
Region 1	Gray
Region 1	Hale
Region 1	Hall
Region 1	Hansford
Region 1	Hartley
Region 1	Hemphill
Region 1	Hockley
Region 1	Hutchinson
Region 1	King
Region 1	Lamb
Region 1	Lipscomb
Region 1	Lubbock
Region 1	Lynn
Region 1	Moore
Region 1	Motley
Region 1	Ochiltree
Region 1	Oldham
Region 1	Parmer
Region 1	Potter
Region 1	Randall
Region 1	Roberts
Region 1	Sherman
Region 1	Swisher
Region 1	Terry
Region 1	Wheeler

Region	County
Region 1	Yoakum
Region 2	Archer
Region 2	Baylor
Region 2	Brown
Region 2	Callahan
Region 2	Clay
Region 2	Coleman
Region 2	Comanche
Region 2	Cottle
Region 2	Eastland
Region 2	Fisher
Region 2	Foard
Region 2	Hardeman
Region 2	Haskell
Region 2	Jack
Region 2	Jones
Region 2	Kent
Region 2	Knox
Region 2	Mitchell
Region 2	Montague
Region 2	Nolan
Region 2	Runnels
Region 2	Scurry
Region 2	Shackelford
Region 2	Stephens
Region 2	Stonewall
Region 2	Taylor
Region 2	Throckmorton
Region 2	Wichita
Region 2	Wilbarger
Region 2	Young
Region 3	Collin
Region 3	Cooke
Region 3	Dallas
Region 3	Denton
Region 3	Ellis
Region 3	Erath
Region 3	Fannin
Region 3	Grayson
Region 3	Hood

Region	County
Region 3	Hunt
Region 3	Johnson
Region 3	Kaufman
Region 3	Navarro
Region 3	Palo Pinto
Region 3	Parker
Region 3	Rockwall
Region 3	Somervell
Region 3	Tarrant
Region 3	Wise
Region 4	Anderson
Region 4	Bowie
Region 4	Camp
Region 4	Cass
Region 4	Cherokee
Region 4	Delta
Region 4	Franklin
Region 4	Gregg
Region 4	Harrison
Region 4	Henderson
Region 4	Hopkins
Region 4	Lamar
Region 4	Marion
Region 4	Morris
Region 4	Panola
Region 4	Rains
Region 4	Red River
Region 4	Rusk
Region 4	Smith
Region 4	Titus
Region 4	Upshur
Region 4	Van Zandt
Region 4	Wood
Region 5	Angelina
Region 5	Hardin
Region 5	Houston
Region 5	Jasper
Region 5	Jefferson
Region 5	Nacogdoches
Region 5	Newton

Region	County
Region 5	Orange
Region 5	Polk
Region 5	Sabine
Region 5	San Augustine
Region 5	San Jacinto
Region 5	Shelby
Region 5	Trinity
Region 5	Tyler
Region 6	Austin
Region 6	Brazoria
Region 6	Chambers
Region 6	Colorado
Region 6	Fort Bend
Region 6	Galveston
Region 6	Harris
Region 6	Liberty
Region 6	Matagorda
Region 6	Montgomery
Region 6	Walker
Region 6	Waller
Region 6	Wharton
Region 7	Bastrop
Region 7	Blanco
Region 7	Burnet
Region 7	Caldwell
Region 7	Fayette
Region 7	Hays
Region 7	Lee
Region 7	Llano
Region 7	Travis
Region 7	Williamson
Region 8	Bell
Region 8	Bosque
Region 8	Brazos
Region 8	Burleson
Region 8	Coryell
Region 8	Falls
Region 8	Freestone
Region 8	Grimes
Region 8	Hamilton

Region	County
Region 8	Hill
Region 8	Lampasas
Region 8	Leon
Region 8	Limestone
Region 8	Madison
Region 8	McLennan
Region 8	Milam
Region 8	Mills
Region 8	Robertson
Region 8	San Saba
Region 8	Washington
Region 9	Atascosa
Region 9	Bandera
Region 9	Bexar
Region 9	Comal
Region 9	Frio
Region 9	Gillespie
Region 9	Guadalupe
Region 9	Karnes
Region 9	Kendall
Region 9	Kerr
Region 9	Medina
Region 9	Wilson
Region 10	Aransas
Region 10	Bee
Region 10	Brooks
Region 10	Calhoun
Region 10	DeWitt
Region 10	Duval
Region 10	Goliad
Region 10	Gonzales
Region 10	Jackson
Region 10	Jim Wells
Region 10	Kenedy
Region 10	Kleberg
Region 10	Lavaca
Region 10	Live Oak
Region 10	McMullen
Region 10	Nueces
Region 10	Refugio

Region	County
Region 10	San Patricio
Region 10	Victoria
Region 11	Cameron
Region 11	Dimmit
Region 11	Edwards
Region 11	Hidalgo
Region 11	Jim Hogg
Region 11	Kinney
Region 11	La Salle
Region 11	Maverick
Region 11	Real
Region 11	Starr
Region 11	Uvalde
Region 11	Val Verde
Region 11	Webb
Region 11	Willacy
Region 11	Zapata
Region 11	Zavala
Region 12	Andrews
Region 12	Borden
Region 12	Coke
Region 12	Concho
Region 12	Crane
Region 12	Crockett
Region 12	Dawson
Region 12	Ector
Region 12	Gaines
Region 12	Glasscock
Region 12	Howard
Region 12	Irion
Region 12	Kimble
Region 12	Loving
Region 12	Martin
Region 12	Mason
Region 12	McCulloch
Region 12	Menard
Region 12	Midland
Region 12	Pecos
Region 12	Reagan
Region 12	Reeves

Region	County
Region 12	Schleicher
Region 12	Sterling
Region 12	Sutton
Region 12	Terrell
Region 12	Tom Green
Region 12	Upton
Region 12	Ward
Region 12	Winkler
Region 13	Brewster
Region 13	Culberson
Region 13	El Paso
Region 13	Hudspeth
Region 13	Jeff Davis
Region 13	Presidio

2017 Affidavit of CHDO Participation

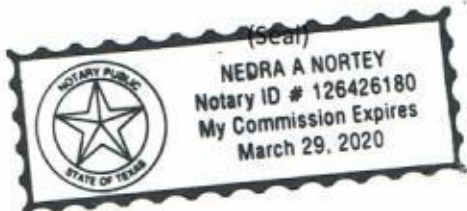
I certify that I am an authorized representative of the below named CHDO, and that the CHDO will own the rental housing that it develops in fee simple absolute or have a long term ground lease for a period at least equal to the federal affordability period. If the CHDO will not be developing the rental housing, the CHDO will hire and oversee the developer, or at a minimum, hire or contract with an experienced project manager to oversee all aspects of development, while still maintaining ownership of the rental housing in fee simple absolute or having a long term ground lease for a period at least equal to the federal affordability period. If the CHDO will not be owning or developing the rental housing directly, the CHDO will sponsor a limited partnership or limited liability company, of which the CHDO or its subsidiary will be the sole general partner or sole managing member that wholly owns the limited partnership or limited liability company, to own or develop the rental housing. If the limited partnership or limited liability company agreement permits the CHDO to be removed as general partner or sole managing member, the agreement must provide that the removal must be for cause and that the CHDO must be replaced with another CHDO.

I certify that the above statement is true and correct. I understand that any misstatement or falsification of information shall be grounds for denial or revocation of certification for CHDO status.

By: [Signature]
Signature of Authorized Representative
Rick Sims
Printed Name
Executive Director
Title
2/22/2017
Date

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that signed Rick Sims who signed the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 20 17



Nedra Northey
Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
03.29.2020
My commission expires

Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the "Other" category should be used to list all known Development Team members that are included in the "Development Cost Schedule." If the team member that will be utilized is not yet known, indicate "TBD." If it is anticipated that the Development Team category will not be utilized, indicate "N/A."

** If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

Developer:

Brook Haven, LTD	Rick sims	(318) 349-1588
	Contact Name	Phone
rrsims90@aol.com	TBD	n/a
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> Yes

Housing General Contractor:

No Limit International Economic	Terry Roberts	
	Contact Name	Phone
	\$75,000.00	
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No

Infrastructure General Contractor:

No Limit Internatioanl Economic	Terry Roberts	
	Contact Name	Phone
	\$0.00	
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No

Cost Estimator:

Noah Arc Community Development Corp	Rick Sims	(318) 349-1588
	Contact Name	Phone
RRsims90@aol.com	\$0.00	
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/>

Architect:

	Contact Name	Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/>

Engineer:

FIF Engineering		Bijay Aryal, P.E.	(832) 341-9726
		Contact Name	Phone
bijayaryal@gmail.com		TBD	
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*			No

Civil Engineer:

FIF Engineering		Bijay Aryal, P.E.	(832) 341-9726
		Contact Name	Phone
bijayaryal@gmail.com		TBD	
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*			No

Market Analyst:

Gibson Consulting, LLC & GIBCO		Cynthia Gibson Bullard	
		Contact Name	Phone
ford@gibsonconsulting.com		TBD	
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*			No

Appraiser:

Linda			
		Contact Name	Phone
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?			
This is a direct or indirect, financial, or other interest with Applicant or other team members*			

Attorney:

tbd			
		Contact Name	Phone
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?			
This is a direct or indirect, financial, or other interest with Applicant or other team members*			

Accountant:

tbd			
		Contact Name	Phone
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?			
This is a direct or indirect, financial, or other interest with Applicant or other team members*			

Property Manager:

tbd		
Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Originator of Underwriter:

Rockhall Funding		
Contact Name		Phone
Frank Martinez		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Bond Issuer:

Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Syndicator:

Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Supportive Services Provider:

American Academy of Crisis Counseling		
Contact Name		Phone
Rick Sims		(318) 349-1588
Email	Proposed Fee	Tax ID Number (TIN)
rrsims90@aol.com	\$40,000.00	
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Supportive Services Provider:

Contact Name		Phone
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Title Company

[Redacted]		
[Redacted] Contact Name		[Redacted] Phone
[Redacted] Email	[Redacted] Proposed Fee	[Redacted] Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Application Consultant:

Vanguard Consultants Inc		Vanessa Hardy	(972) 832-8489
[Redacted] Contact Name		[Redacted] Phone	
vanguardconsultantsinc@gmail.com	\$50,000.00	n/a	
[Redacted] Email	[Redacted] Proposed Fee	[Redacted] Tax ID Number (TIN)	
Certified Texas HUB?	No	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*			No

ESA Provider:

Reed Engineering Group		Xiaohong Wang	(214) 350-5600
[Redacted] Contact Name		[Redacted] Phone	
xwang@reed-engineering.com	[Redacted]	[Redacted]	
[Redacted] Email	[Redacted] Proposed Fee	[Redacted] Tax ID Number (TIN)	
Certified Texas HUB?	No	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*			[Redacted]

PCA Provider:

[Redacted]		
[Redacted] Contact Name		[Redacted] Phone
[Redacted] Email	[Redacted] Proposed Fee	[Redacted] Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		


Other:

[Redacted]		
[Redacted] Contact Name		[Redacted] Phone
[Redacted] Email	[Redacted] Proposed Fee	[Redacted] Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Other:

[Redacted]		
[Redacted] Contact Name		[Redacted] Phone
[Redacted] Email	[Redacted] Proposed Fee	[Redacted] Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

Architect Certification Form

 The Architect Certification is included behind this tab.

The form for the certification will be posted to the Department's website at
<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>.

The form for the certification will be posted to the Department's website at
<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements.
Be sure this statement is attached to this certification.

Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department's Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov't Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.

2018 Architect Certification

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R. §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

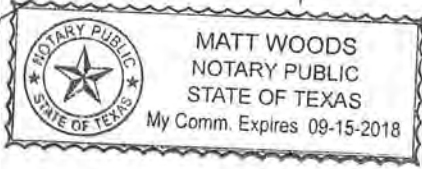
By: *Lubula K. Kanyinda*
Signature

2/27/2018
Date

LUBULA K. KANYINDA
Printed Name

N/A
License Number and State

N/A
Firm Name (If applicable)

Matt Woods 02/27/2018


Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:



- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

<http://fedgov.dnb.com/webform>

Once applicants have obtained a DUNS number, they must register with the SAM database:

<https://sam.gov/portal/public/SAM>

Applicants may provide this information with the Application or upon award.



- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
The Section 811 PRA units and Direct Loan Units **are not cumulative**. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at

<http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm>

Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD's Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department's website at

<http://www.tdhca.state.tx.us/home-division/mf-home/index.htm>

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.



Get Started, Locate Your Company

! [Search Tips](#)

Enter your company information below and click Search to find out if your company is currently listed with Dun & Bradstreet.

* Business Name

* City

AK ▼

Search

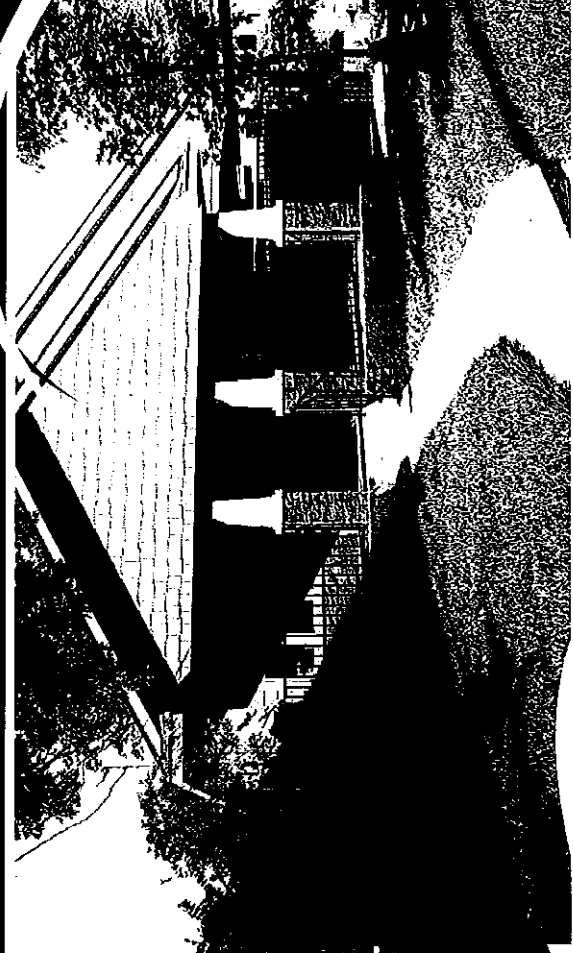
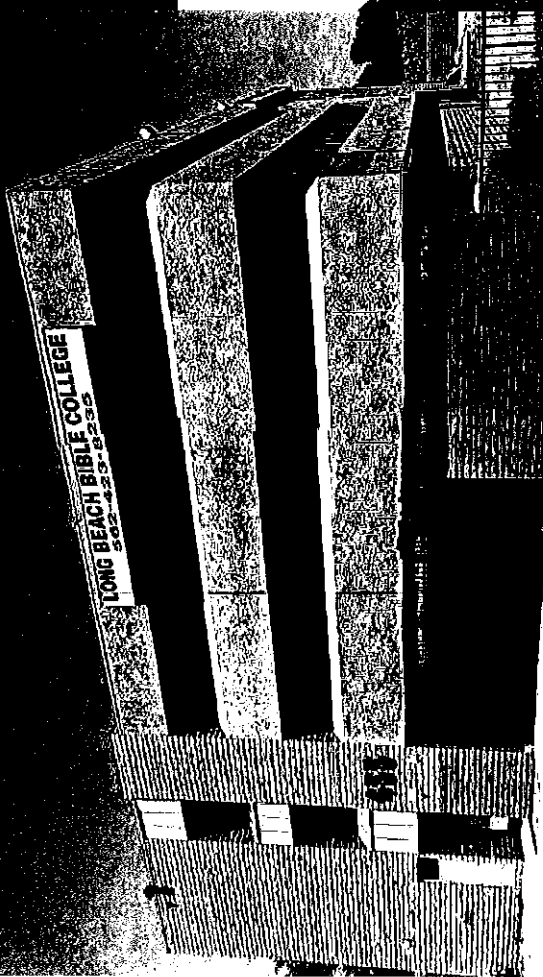
Select Your Company from the List Below

The following matches were found. Click a box below to select the company you would like to view.

Note: If your company is listed more than once, please be aware that Dun & Bradstreet provides DUNS numbers for all active and inactive headquarter, branch, subsidiary, parent company, or affiliated locations for your company. These multiple listings are not errors or duplicates. If you believe a real duplicate exists, select all that apply.

Company Name	Bus. Type	Company Address
<input type="checkbox"/> AMERICAN ACADEMY OF CRISIS COUNSELING	Single Location	103 MULBERRY ST, ROCKDALE, TX

Noah's Ark Development Consulting, Inc.



Long Beach Bible Institute—Long Beach, CA
Implemented, oversaw and spearheaded the development and accreditation of what was formerly
LBBC (Long Beach Bible College) now Long Beach Bible Institute.

NOAH'S ARK DEVELOPMENT CONSULTING FIRM

Main Office:
420 Walnut Street
Minden, Louisiana 71055
318.377.1592 ph/fax
832.754.8090 mobile

Houston Office:

Preacher
Outreach Ministry
Support

A new start... A new beginning



WHAT YOU CAN EXPECT

- TRIED AND TRUSTED PERFORMANCE.
- FLEXIBILITY.
- SUSTAINABILITY.
- EXPERIENCE.
- LEADERSHIP.
- PROFESSIONALISM.
- INDEPENDENCE.
- RELIABILITY.
- DEPENDABILITY TO SEE IT THROUGH.
- A MINISTER MINISTERING TO YOUR NEEDS.

What Other's Have to Say.....



REWARD THIRD WARD, INC.
AFFILIATE COMPANY, HOUSTON, TX

Ernest H. Hill
Chairman

Rev. L. David Pouch
Ministry Director

December 1, 2011

To Whom It May Concern:

Rev. Nick Sims is currently employed by our organization Se-Ward Third Ward, Inc., as the Director of Multi-Family Housing Development. During his tenure with this firm from September 2004 to present, he has generated revenue (Tax Credit/Equity Funding) totaling \$16 million dollars. He has been certified as a Housing Tax Credit Consultant by the Texas Department of Housing and Community Affairs in Austin, Texas as is listed among its qualified Application Consultants.

In 2007, due to the efforts of Nick Sims, we completed construction of Zion Valley Senior Luxury Apartments (a \$6.5 million dollar development). This project is a 50-unit multi-family development for independent senior adults age 55 and older. And in 2010, he was successful in securing 9.5 million in Tax Credits for the Zion Gardens Supportive Housing for Veterans Women and Children. The Zion Gardens Project is scheduled to begin construction January 2012. In addition to the aforementioned projects, Rev. Sims has already begun work on four (4) Tax Credit Multi-Family Applications, which are due in January and April of 2012.

Rev. Sims is also on the ministry staff of the Greater Zion Missionary Baptist Church. He has been a tremendous asset to this ministry. He has served on the Evangelism and Outreach Ministry and is an active volunteer in the Food Pantry Ministry.

Rev. Nick Sims is a spiritual man who operates with integrity and principle. He has continued to prove his life by the biblical mandate that "he whom much is given, much is required." He has an awesome ability to achieve despite the many challenges he has faced, he is living proof that the Grace of God is truly amazing.

Respectfully,
Rev. L. David Pouch
President/CEO

Mission Statement

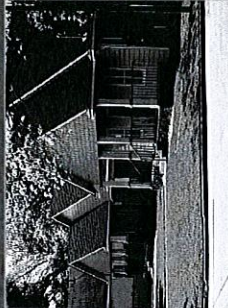
Working With You Every Step of the Way

Noah's Ark Development Consulting, Inc. was formed to expand your outreach ministry. I bring to the table more than 15 years experience in all facets of administration, management of the implementation and facilitation of single and multi-family housing. My skills, experience, dedication and professionalism, provide me the ability to develop and implement comprehensive, customized and attainable solutions to meet your affordable housing needs. Not only does my firm have a proven track record, but also support the communities in which it serves. At Noah's Ark Development, Inc., we specifically cater to non-profit entities and a proven leader when it comes to providing the necessary skills to help you achieve your outreach ministry goals.

DEDICATED TO HELPING YOU BROADEN YOUR OUTREACH HORIZON

ZION GARDENS—HOUSTON, TX

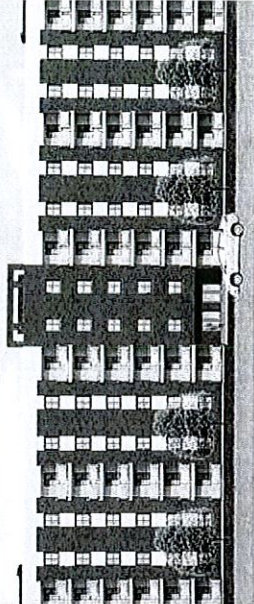
- ◆ 70 Unit Supportive
- ◆ \$2,872,494 Construction Loan
- ◆ \$1,567,463 Perm Loan
- ◆ \$6,677,510 Tax Credit Equity
- ◆ \$1,400,000 City of Houston
- ◆ \$9,225,244 Total Development Cost.



SINGLE AND MULTI-FAMILY UNITS

ZION VILLAGE—HOUSTON, TX

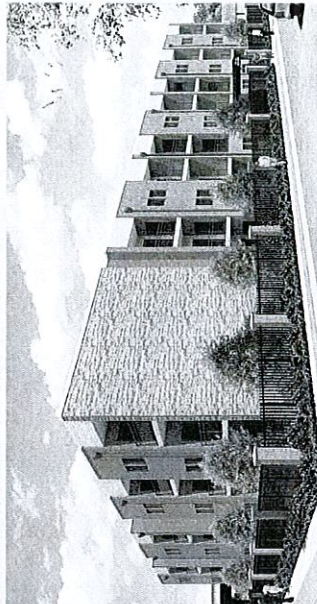
- ◆ 50 Unit Senior Housing
- ◆ \$3,650,000 Construction Loan
- ◆ \$ 900,000 Perm Loan
- ◆ \$5,360,757 Tax Credit Equity
- ◆ \$ 500,000 City of Houston
- ◆ \$6,867,194 Total Development Cost.



About The Low Income Housing Tax Credit Program

The Low Income Housing Tax Credit (LIHTC or Tax Credit) program was created by the Tax Reform Act of 1986 as an alternative method of funding housing for low and moderate income households, and has been in operation since 1987. Until 2000, each state received a tax credit of \$1.25 per person that it can allocate towards funding housing that meets program guidelines. Currently, legislation is pending to increase this per capita allocation. This per capita allocation was raised to \$1.50 in 2001, to \$1.75 in 2002, and adjusted for inflation beginning 2003. These tax credits are then used to leverage private capital into new construction or acquisition and rehabilitation of affordable housing.

The tax credits are determined by the development costs, and are used by the owner. However, often, because of IRS regulations and program restrictions, the owner of the property will not be able to use all of the tax credits and therefore, many LIHTC properties are owned by limited partnership groups that are put together by syndicators. In this manner, a variety of companies and private investors participate within the LIHTC program, investing in housing development and receiving credit against their federal tax liability in return. Tax Credits must be used for new construction, rehabilitation or acquisition and rehabilitation and project must meet a specified criteria.



A MINISTER SERVING GOD AND MY FELLOW MAN WITH INTEGRITY & BIBICAL PRINCIPLE

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013
(exp.12/31/2016)

1a. Project Name & Address (including City, County, State & Zip Code)	1b. Project Contract Number	1c. No. of Units
	1d. Census Tract	
	1e. Housing/Expanded Housing Market Area	

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1h. Entity Responsible for Marketing (check all that apply)

Owner Agent Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

2a. Affirmative Fair Housing Marketing Plan

Plan Type

Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly

Family

Mixed (Elderly/Disabled)

Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

For existing projects, select below the reason advertising will be used:

To fill existing unit vacancies

To place applicants on a waiting list (which currently has _____ individuals)

To reopen a closed waiting list (which currently has _____ individuals)

3a. Demographics of Project and Housing Market Area

Complete and submit Worksheet 1.

3b. Targeted Marketing Activity

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- | | | | |
|---|--|--------------------|---------------------------|
| White | American Indian or Alaska Native | Asian | Black or African American |
| Native Hawaiian or Other Pacific Islander | | Hispanic or Latino | Persons with Disabilities |
| Families with Children | Other ethnic group, religion, etc. (specify) | | |

4a. Residency Preference

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

If no, proceed to Block 4b.

- (1) Type
- (2) Is the residency preference area:
 - The same as the AFHMP housing/expanded housing market area as identified in Block 1e?
 - The same as the residency preference area of the local PHA in whose jurisdiction the project is located?
- (3) What is the geographic area for the residency preference?

- (4) What is the reason for having a residency preference?

- (5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

4b. Proposed Marketing Activities: Community Contacts

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

4c. Proposed Marketing Activities: Methods of Advertising

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

5a. Fair Housing Poster

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office Real Estate Office Model Unit Other (specify)

5b. Affirmative Fair Housing Marketing Plan

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office Real Estate Office Model Unit Other (specify)

5c. Project Site Sign

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office Real Estate Office Model Unit Entrance to Project Other (specify)

The size of the Project Site Sign will be x
 The Equal Housing Opportunity logo or slogan or statement will be x

6. Evaluation of Marketing Activities

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

7a. Marketing Staff

What staff positions are/will be responsible for affirmative marketing?

7b. Staff Training and Assessment: AFHMP

- (1) Has staff been trained on the AFHMP?
 - (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
 - (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

 - (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
 - (5) If yes, how and how often?
-

7c. Tenant Selection Training/Staff

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?

 - (2) What staff positions are/will be responsible for tenant selection?
-

7d. Staff Instruction/Training:

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

8. Additional Considerations Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

9. Review and Update

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Rick Sims

~~9/20/2017~~

10/24/2018

Name (type or print)

Title & Name of Company

For HUD-Office of Housing Use Only

Reviewing Official:

For HUD-Office of Fair Housing and Equal Opportunity Use Only

Approval

Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name
(type
or
print)

Name
(type
or
print)

Title

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

Purpose of Form: All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

Applicability: The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

INSTRUCTIONS:

Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing

Part 1: Applicant/Respondent and Project

Identification. Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

Part 3 Demographics and Marketing Area.

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

Part 4 - Marketing Program and Residency Preference (if any).

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

Please attach a copy of the advertising or marketing material.

Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

Part 6 - Evaluation of Marketing Activities.

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

Part 7- Marketing Staff and Training.

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

Part 8 - Additional Considerations.

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

Part 9 - Review and Update.

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

Notification of Intent to Begin Marketing.

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

See Exhibit A - TDHCA Affirmative Marketing Web Tool

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

See Exhibit A - TDHCA Affirmative Marketing Web Tool

Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.
	<p>Volunteers of America Texas is a faith-based, nonprofit organization that lifts the most vulnerable in society out of the shadows. We step forward to help individuals find strength, healing and their full potential through services, including:</p>
	<ul style="list-style-type: none"> Addiction treatment, prevention and recovery programs Affordable housing for seniors, low-income families and adults with disabilities Community re-entry programs from those transitioning from prison Housing and support for adults with intellectual and developmental disabilities A continuum of support services to assist our clients and address the needs of the whole person
	<p>With locations in more than 30 urban and rural communities, we've been making a difference for those who need the most help in Texas for close to 100 years.</p>

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
Newspaper(s)			
Radio Station(s)			
TV Station(s)			
Electronic Media			
Bulletin Boards			
Brochures, Notices, Flyers			
Other (specify)			

Exhibit A

TDHCA Affirmative Marketing Web Tool

Affirmative Marketing Tool - Updated 02/22/2017

09/25/2017

Census Tract: 48331950700

County M

MSA N MSA

Optional: S MSA

College Station-Bryan, TX

Go

R... d... r... 1... C... or MSA. T...

Census Tract vs. County

Least Likely to Apply	% Census Tract	% County	Tract for Outreach Consideration
P	19.49	20.67	48331950700

[Map Census Tract](#)

T... r... d... HUD 935.2A

T... U.S. C... T...

Nearest MSA Provided (College Station-Bryan, TX)

Least Likely to Apply	Tract for Outreach Consideration
P	48041000500

[Map Census Tract](#)

Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.	b. Person/entity has at least one other application in the current Application Round.	
1.	<input type="checkbox"/> No	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>
9.	<input type="checkbox"/>	<input type="checkbox"/>
10.	<input type="checkbox"/>	<input type="checkbox"/>
11.	<input type="checkbox"/>	<input type="checkbox"/>
12.	<input type="checkbox"/>	<input type="checkbox"/>
13.	<input type="checkbox"/>	<input type="checkbox"/>
14.	<input type="checkbox"/>	<input type="checkbox"/>
15.	<input type="checkbox"/>	<input type="checkbox"/>
16.	<input type="checkbox"/>	<input type="checkbox"/>
17.	<input type="checkbox"/>	<input type="checkbox"/>
18.	<input type="checkbox"/>	<input type="checkbox"/>
19.	<input type="checkbox"/>	<input type="checkbox"/>
20.	<input type="checkbox"/>	<input type="checkbox"/>
21.	<input type="checkbox"/>	<input type="checkbox"/>
22.	<input type="checkbox"/>	<input type="checkbox"/>
23.	<input type="checkbox"/>	<input type="checkbox"/>
24.	<input type="checkbox"/>	<input type="checkbox"/>
25.	<input type="checkbox"/>	<input type="checkbox"/>
26.	<input type="checkbox"/>	<input type="checkbox"/>
27.	<input type="checkbox"/>	<input type="checkbox"/>
28.	<input type="checkbox"/>	<input type="checkbox"/>
29.	<input type="checkbox"/>	<input type="checkbox"/>
30.	<input type="checkbox"/>	<input type="checkbox"/>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: _____ _____ Its: _____
Signature of Applicant *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:
				
				
				
				
				
				

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:
				
				
				
				
				
				

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:
				
				
				
				
				
				

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:
				
				
				
				
				
				

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- a Developer for the Applicant for this specific Application
- an Affiliate to the Applicant
- a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Should be the same as listed in Part I.

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Should be the same as listed in Part I.

- Which is: the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
 a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
 a Developer for the Applicant for this specific Application
 an Affiliate to the Applicant
 a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than \$3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

Development Name:	Region:	City:	% Ownership:	% of Dev. Fee:

I acknowledge that Should be same as signer of Development Owner Certification. is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of \$3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding \$3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Should be the same as listed in Part I. Date
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) *Printed Name* *Date*

Community Input Scoring Items

TDHCA#:

1. Local Government Support - §11.9(d)(1)

- Resolution(s) of either "no objection" or "support" is included behind this tab.**
** Note that resolutions are due March 1, 2018

2. Community Support from State Representative - §11.9(d)(5)

- Letter of either "support" or "opposition" is included behind this tab.**
** Note that letters are due March 1, 2018

3. Input from Community Organizations - §11.9(d)(6)

- Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

- A.
Name of Community Organization Support
 Opposition
Contact Name
- B.
Name of Community Organization Support
 Opposition
Contact Name
- C.
Name of Community Organization Support
 Opposition
Contact Name
- D.
Name of Community Organization Support
 Opposition
Contact Name
- E.
Name of Community Organization Support
 Opposition
Contact Name
- F.
Name of Community Organization Support
 Opposition
Contact Name

Required Third Party Reports

Be advised that all third party reports will be posted on the Department's website along with the Application.

Complete the information below as applicable [§10.205].

1. Environmental Site Assessment (ESA) (All Multifamily Applications)

Prepared by: Reed Engineering Group

Date of Report: _____

Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.


If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

Development is funded by USDA and is not required to supply an ESA.


2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)

All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities. 

Applicant has submitted an environmental packet to TDHCA and determination is pending.

Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract. 

MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.

Documentation of HUD Environmental Clearance is included behind this tab.

Applicant has submitted an environmental packet to TDHCA and clearance is pending. 

Applicant has reviewed the environmental clearance materials available on the Department's website and understands that clearance must be received prior to closing on the loan.
<http://www.tdhca.state.tx.us/program-services/environmental/index.htm>

A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

Name of Firm: _____

Contact Person: _____

Contact Telephone: _____

Email: _____

3. Primary Market Area Map

Primary Market Area (PMA) map with definition of PMA is included behind this tab.

Prepared by: Gibson Consulting, LLC & GIBCO Environmental, LLC

Date of Report: _____

4. Property Condition Assessment (PCA)

Prepared by: --Complete on Development Team (Tab 42)--

Date of Report: _____

5. **Appraisal**

Prepared by: Linda

Date of Report:

6. **Site Design and Development Feasibility Report**

Prepared by:

Date of Report:

Check box if this development is included in the calculation of the average physical occupancy to qualify for the 15% GCR for Tax-Exempt Bond Developments per § 10.302(i)(1). Attach a PMA map, with affordable developments labeled, showing the 20 minute drive time ring. *See footnote 1 *

Average occupancy of affordable housing in 20 minute drive time ring.

%

Note: For developments targeting Seniors, fill in Population and Household data for both the General population and the Senior population

PMA DEMOGRAPHIC DATA

GENERAL			SENIORS		
current year	place-in-service	five year	current year	place-in-service	five year
2018	2020	2023	2018	2020	2023
Population p. 28		12,444			
Households p. 28					
Total HH	4,722	4,759	4,783		
Renter HH	1,317	1,327	1,334		
Homeowner HH	3,405	3,431	3,449		

DEMAND CALCULATION p. 40

Program Only Restricted Units	Assisted Units	* See footnote 2	Program Only Restricted Units	Assisted Units
Subject Units	30		Min Income	\$ 12,343
Unstabilized Comparable Units			Max Income	\$ 44,760
RELEVANT SUPPLY	30		Potential Demand	661
			10% External Demand	66
			Other Demand	
			GROSS DEMAND	727
			RELEVANT SUPPLY / GROSS DEMAND = GROSS CAPTURE RATE	4.1%

Total Households 4,759

CAPTURE RATE BY AMGI BAND p.

* include program only restricted units

AMGI Band Capture Rates	Demand	10% External Demand	Subject Units	Comp Units	Capture Rate
30% AMGI	60	6	9		
40% AMGI		0			
50% AMGI	120	12	3		
60% AMGI	481	48	18		

CAPTURE RATE BY UNIT p.

* include program only restricted units

SUBJECT UNIT MIX				PROPOSED RENT		p. MARKET RENT	DEMAND by UNIT TYPE p.				
AMGI Level	Beds	Baths	Size (sqft)	Gross	Net		Demand	10% External Demand	Subject Units	Comp Units	Unit Capture Rate
30%	3	1	1,050	\$681	\$472		60	6	9		15.0%
50%	3	1	1,050	\$735	\$526		120	12	3		2.5%
60%	3	2	1,200	\$922	\$713		481	48	18		3.7%
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				
							0				

Footnotes:

- 1 This is only required for developments that will utilize the 15% GCR for Tax-Exempt Bond Developments rule §10.302(i)(1).
- 2 Program only restricted units include HTC and MDL restricted units. Assisted units include any unit that has a RAD, Section 8, PHU, or PBV associated with them.



2018 MULTIFAMILY UNIFORM APPLICATION

Texas General Land Office (GLO)
 Mailing Address: P.O. Box 12873, Austin, TX 78711-2873
 Physical Address: 1700 N. Congress Ave., Suite 935, Austin, TX 78701-1495

The undersigned hereby makes Application to GLO for financial assistance, has read and understands the Application instructions, and certifies that all information herein is true and correct to the best of their knowledge and belief.

Submitted Application must be signed by a representative with authority to execute documents on the Applicant's behalf.

	Rick Sims	July 19, 2018
Applicant's Authorized Representative's Signature	Representative's Printed Name, Title	Date

ACTIVITY OVERVIEW

1. Multifamily Rental Development Name and Location

Development Name: <u>Brooks Haven Supportive Housing</u>	Request Amount <u>\$500,000</u>
Address: <u>NEC E 4th Ave and Pecan and NE of Whilite and Malloy</u>	ZIP Code <u>76567</u>
City: <u>Rockdale</u>	County: <u>Milam</u>

2. Target Population (Check Only One):

- Family
- Elderly
- Intergenerational Housing

APPLICANT INFORMATION

Provide the contact data for the Applicant's staff person who is responsible for Application and contract administration. This primary contact will not be the consultant or the end service provider.

1. Applicant Contact Information

Applicant Legal Name: <u>American Academy of Crisis Counseling</u>			
Applicant Contact Name: <u>Rick Sims</u>			
Mailing Address: <u>103 Mulberry St</u>	City: <u>Rockdale</u>	State: <u>TX</u>	ZIP: <u>76567</u>
Phone: () -	Fax: () -	Email: <u>c.brooks@aaocc.org</u>	

If Applicant's "Physical Address" is different from the "Mailing Address," provide the physical address below:

Applicant Physical Address: _____	State: _____	ZIP: _____
2 nd Contact Name (required): _____		

Phone: () -	Fax: () -	Email: _____
--------------	------------	--------------

2. Applicant Legal Description

Is Applicant legally formed? Yes No

Legal form of Applicant is/will be a (check only one):

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> For-Profit Corporation | <input checked="" type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Unit of Local Government | <input type="checkbox"/> Individual/D.B.A. | <input type="checkbox"/> Housing Authority |

Other Designation (mark all that apply):

- | | | | |
|--|--|------------------------------|---|
| <input type="checkbox"/> Historically Underutilized Business | <input checked="" type="checkbox"/> CHDO | <input type="checkbox"/> COG | <input checked="" type="checkbox"/> Federal Tax Exemption |
|--|--|------------------------------|---|

Applicant is in good standing with the Secretary of State? Yes No The State Filing # is: 01637093

3. DUNS Number or Federal Tax ID

The Office of Management and Budget (OMB) issued a directive to implement the requirement for grant applicants to provide a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including HOME funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number, applicants can go to the Dun & Bradstreet website at www.fedgov.dnb.com/webform/displayHomePage.do.

I (We) certify that I (We) will comply with 68 FR 38403.

DUNS number: 141002001

ELIGIBLE ACTIVITIES AND FUNDING REQUEST

1. Program Eligible Activities

Check the boxes next to the program name to indicate the activities this Application will fund.

GLO Programs for which this Application will be used:	Rehabilitation	New Construction	Reconstruction
CDBG Disaster Recovery	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Previously Awarded State and Federal Funding

Has this site/activity previously received GLO funds? Yes No

If “Yes”, enter Project # _____ and GLO Funding Source _____

Has this site/activity previously received non-GLO federal funding? Yes No

Will this site/activity receive non-GLO federal funding for costs described in this Application? Yes No

3. Other Funding Requested or Received (NOTE: this application is not meant to serve as a request for these funds)

Complete the table below to describe this Application’s funding request.

Other Loan Programs for which this Application will be used:	Requested Amount	If the award will be in the form of a loan, the requested terms are:		
		Interest Rate (%)	Amortization (Yrs)	Term (Yrs)
HOME Activity Funds	\$ _____	_____	_____	_____
HOME CHDO Operating Expenses	\$ _____	_____	_____	_____
Housing Trust Fund	\$ 2,000,000	0	40	40
Housing Tax Credit (Annual amount)	\$ _____	_____	_____	_____
Private Activity Mortgage Revenue Bond	\$ _____	_____	_____	_____
501(c) (3) Mortgage Revenue Bond	\$ _____	_____	_____	_____

FINANCING PARTICIPANTS

All current and proposed non-GLO financing sources should be identified below. Use additional sheets if necessary and/or attach a written narrative to further describe any funding source other than grants, loans or equity described herein. A copy of the commitment letter for each funding source confirming the elements below should be attached, if applicable. The “Source #” should correspond to those listed on the “Summary Sources and Uses of Funds” form. Subsequent changes to the proposed financing participants require GLO written consent.

Source #: <u>1</u>	Amount: \$ <u>2,500,000</u>	<input checked="" type="checkbox"/> Interim	<input type="checkbox"/> Permanent	<input type="checkbox"/> Equity	Commitment Date <u> / / </u>
Source Name: <u>Housing Assistance Council</u>		Contact Name: <u>James Mc Graw</u>			
Address: <u>1025 Vermont Ave NW Suite 606</u>		City: <u>Washington</u>	State: <u>DC</u>	ZIP: <u>20005</u>	
Phone: <u>(202) 842-8600</u>		Fax: <u>() -</u>			
Level of Commitment: <input type="checkbox"/> Closed <input type="checkbox"/> Firm <input checked="" type="checkbox"/> Conditional <input type="checkbox"/> Letter of Interest <input type="checkbox"/> Other: <u>(Describe)</u>					
<input type="checkbox"/> Grant Terms: <u> </u>					
<input checked="" type="checkbox"/> Loan <input type="checkbox"/> Recourse <input type="checkbox"/> Non-Recourse Amortization Term: <u> </u> yrs Repayment Term: <u> </u> yrs					
Interest Rate: <u> </u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Floating					
Rate Index: <u> </u> Annual Payment \$ <u> </u> Lien Priority <u> </u>					
<input type="checkbox"/> Syndication Tax Credits Estimate: \$ <u> </u> Syndication Factor: \$ <u> </u> Per Credit Dollar					

Source #: <u>2</u>	Amount: \$ <u>2,000,000</u>	<input type="checkbox"/> Interim	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Equity	Commitment Date <u> / / </u>
Source Name: <u>TDHCA</u>		Contact Name: <u>Andrew Sinnott</u>			
Address: <u> </u>		City: <u> </u>	State: <u> </u>	ZIP: <u> </u>	
Phone: <u>() -</u>		Fax: <u>() -</u>			
Level of Commitment: <input type="checkbox"/> Closed <input type="checkbox"/> Firm <input type="checkbox"/> Conditional <input type="checkbox"/> Letter of Interest <input type="checkbox"/> Other: <u>(Describe)</u>					
<input type="checkbox"/> Grant Terms: <u> </u>					
<input checked="" type="checkbox"/> Loan <input type="checkbox"/> Recourse <input type="checkbox"/> Non-Recourse Amortization Term: <u> </u> yrs Repayment Term: <u> </u> yrs					
Interest Rate: <u> </u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Floating					
Rate Index: <u> </u> Annual Payment \$ <u> </u> Lien Priority <u>1st</u>					
<input type="checkbox"/> Syndication Tax Credits Estimate: \$ <u> </u> Syndication Factor: \$ <u> </u> Per Credit Dollar					

Source #: <u>3</u>	Amount: \$ <u>500,000</u>	<input type="checkbox"/> Interim	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Equity	Commitment Date <u> / / </u>
Source Name: <u>Texas General Land Office</u>		Contact Name: <u> </u>			
Address: <u> </u>		City: <u> </u>	State: <u> </u>	ZIP: <u> </u>	
Phone: <u>() -</u>		Fax: <u>() -</u>			
Level of Commitment: <input type="checkbox"/> Closed <input type="checkbox"/> Firm <input type="checkbox"/> Conditional <input type="checkbox"/> Letter of Interest <input type="checkbox"/> Other: <u>(Describe)</u>					
<input type="checkbox"/> Grant Terms: <u> </u>					
<input checked="" type="checkbox"/> Loan <input type="checkbox"/> Recourse <input type="checkbox"/> Non-Recourse Amortization Term: <u> </u> yrs Repayment Term: <u> </u> yrs					
Interest Rate: <u> </u> % <input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Floating					
Rate Index: <u> </u> Annual Payment \$ <u> </u> Lien Priority <u>2nd</u>					
<input type="checkbox"/> Syndication Tax Credits Estimate: \$ <u> </u> Syndication Factor: \$ <u> </u> Per Credit Dollar					



HOUSING ASSISTANCE COUNCIL
SUMMARY OF TERMS AND CONDITIONS
Commercial Real Estate Term Loan
 July 25, 2018

- Borrower: Brooks Haven, LTD – Managing Member: American Academy of Crisis Counseling
- Lender: Housing Assistance Council
- Project Name: Brooks Haven Supportive Housing
- Credit Facility: Three (3) Rural Housing Loan Fund (RHLF) Commercial Real Estate Construction loans up to \$833,333 for an aggregate of \$2,500,000. LENDER will allocate the Real Estate Construction loan in three separate Tranches. Each subsequent Tranche will only be made available after the completion of construction, issuance of a Certificate of Occupancy, and 100% lease up of the previous phase of the project.
- Purpose: To construct 30 affordable single-family prefabricated/modular rental units (i.e. 10 units per building phase) within the city of Rockdale, Milam County, TX.
- Loan Term: Each loan will have an eight (8) month construction period, with an additional two (2) month lease up period, followed by a five-year (60) month term with the outstanding principal due at maturity.
- Construction Draws: Borrower will submit and follow a construction draw schedule listing all work to be completed during each phase of development/construction of the project. Draws, or releases of portions of the loan proceeds will occur upon completion of a pre-designated stage of development/construction or based on periodical (e.g. once a month for a specified number of months followed by a “final draw”). Borrower must provide information on its capacity to manage the construction project (e.g. Engineers, Construction Management, Supplier of Modular units, Subcontract Management, etc.).
- Repayment: During the construction draw period of each loan/phase of the project and the two months lease up period, Borrower will be required to make monthly interest payments on the outstanding principal balance.
- During each construction loan/phase, Lender will establish an interest reserve account based on each \$833,333 tranche. The interest reserve will be calculated by the following: 50% of the tranche amount multiplied by the stated interest rate time 10/12 (Eight months construction period + Two months lease up period). ($\$833,333 \times .50 \times 4.75\% \times 10/12$).
- After each phase of construction and lease up period, LENDER will receive a principal reduction of \$666,667 (1/3 of \$2,000,000) from the proceeds of the Texas Department of Housing and Community Affairs (TDHCA) loan, through an assignment of proceeds.
- After the two (2) month lease up of each phase of the project Borrower will be required to make monthly principal and interest payments, on the remaining principal balance (e.g. after TDHCA loan reduction payments) and any unpaid accrued interest for each individual loan, based on a 35 - year amortization schedule.
- Interest Rate: Fixed at 4.75%
- Service Fee: 1% of each credit facility utilized to finance the construction of each phase of the project (e.g. Phase I - \$833,333 X 1%) payable at the closing of each loan. LENDER will require 50% (e.g. \$4,167) of the fee for Phase I at the signing of the Term Sheet, with the remaining fee due at the closing of the Phase I loan.
- Collateral: Title insured first deed of trust on real property to include land and improvements (e.g. 30 affordable rental units) with each loan cross collateralized and an assignment of all rents.
- Guarantor: Mr. Rick Sims and Noah Arc Community Development, Inc.
- Loan Type: Recourse. LENDER may seek financial damages if the Borrower fails to pay the loan and if the value of the underlying asset (collateral) is not sufficient to cover the debt.
- Conditions:
1. No default has occurred and is continuing as evidenced by a certificate of no default.
 2. There has been no material adverse change in the Borrower, real property, or financial condition.
 3. There has been no material adverse change in the real property physical condition.
 4. The market value of the real property as of a date no more than 90 days prior to the original maturity date is not less than the market value of the real property as of the original closing date, as determined by Lender. Lender may, in its sole and absolute discretion, require an appraisal of the real property that must be satisfactory in form and content to Lender.
- Conditions Precedent: Including, but not limited to, the following, with all documents to be satisfactory in form and substance to Lender:
1. Borrower must provide proof of site control for the proposed project sites prior to each loan closing.
 2. An appraisal or valuation of the real property ordered by Lender evidencing a loan-to-value ratio of no greater than 95%.

3. Verifiable commitment from the Texas Department of Housing and Community Affairs to provide takeout financing up to \$2,000,000.
4. Flood zone certification with flood insurance required if the real property is in a flood hazard area, with Lender named as mortgagee.
5. Proof of real property and liability insurance with Lender as mortgagee and 30-day notice of cancellation.
6. Title commitment including such endorsements as required by Lender.
7. Environmental due diligence, including completion of environmental screening questionnaire.
8. Other such information as required by Lender.

Reporting:

1. Quarterly loan/project status reports.
2. Quarterly interim financial statements.
3. Annual audit due within 120 days after the end of the Borrower's fiscal year.

Covenants:

Affirmative and negative covenants, including financial covenants, will be specified by Lender for inclusion in any loan documents. Other covenants are expected to include, but may not be limited to, the following:

1. DSC ratio of no less than 1:15 as computed by lender.
2. No subordinate liens or security interests are permitted unless approved by Lender.
3. At least 51% of the housing units must be affordable to low- or very-low income households as defined by the U.S. Department of Housing and Urban Development. Borrower may be subject to pay a penalty fee of prime + original interest rate on the funds borrowed if less than 51% of the units in the project are affordable to low- to very-low income households.

Expenses:

All expenses incurred by Lender, including accounting, appraisal, environmental, audit, property condition or structural inspections, searches, recording of UCC filings and other security interests, and reasonable legal fees (inside and outside), and any other expenses regarding structuring, documenting, closing, monitoring, or enforcing the Credit Facility, shall be for the account of the Borrower and payable at closing and otherwise on demand.

Other Terms:

Certain indemnities (including, without limitation, regarding environmental condition of the real property), representations, warranties, material adverse change covenant, affirmative, negative, financial and/or performance covenants from the Borrower and/or any Guarantor or regarding the Project conditions precedent to closing, and events of default customary for transactions of similar type and size, as determined by Lender.

Developer Fees:

Borrower shall not declare nor pay Developer or Consultant fees from the loan proceeds unless given written approval from the Lender.

Documentation:

Loan documents in form and substance satisfactory to Lender must be executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as are appropriate in the Lender's opinion and specified by Lender.

This Summary of Terms and Conditions is not a commitment or an offer to lend and does not create any obligation on the part of the Lender. The Lender will not be deemed to extend any commitment to the Borrower unless and until full underwriting and credit approval after which a formal commitment letter is issued. This Summary of Terms and Conditions is only a brief description of the principal terms of suggested credit facilities and is intended for discussion purposes only.

For LENDER to proceed with your loan request, please sign and accept this outline of the terms and conditions, along with a payment of \$. \$3,868 (50% of the stated service fee for the Phase I loan). These funds will be applied to the loan fees at closing. If the loan under consideration is approved in accordance with this Term Sheet, in all material aspects, the service fee is deemed earned and is non-refundable in the event you chose not to accept the commitment. However, if the Lender declines the loan, the fee will be returned, net of any expenses incurred by the Lender.

Please sign and return, along with a check payable to the Housing Assistance Council for \$4,167, to the LENDER by no later than **Friday, August 24, 2018**. Mail to payment to: Housing Assistance Council, Attn: Loan Fund Division, 1025 Vermont Avenue, NW, Suite 606, Washington, DC 20005.

The Terms and Conditions presented above, if not accepted by the Borrower, will expire on Friday, August 24, 2018.

Sincerely,

Karin M. Klusmann
Loan Fund Director

July 25, 2018 | 7:37 AM PDT

Accepted and Agreed on this _____.

Borrower: Brooks Haven, LTD

DocuSigned by:
Rick Sims
A352D261BAED4B5...

By: **Rick Sims**
Managing Member and General Partner
Brooks Haven, Ltd



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are American Academy of Crisis Counseling (Seller) and Brooks Haven Ltd. (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Hi-Value Addition Block A, Lots 1-4, Block B, 1-14 and Block C, 5-12, Addition, City of Rockdale, County of Milam, Texas, known as See Attached Exhibit "A" (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing\$ 1.00
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____
C. Sales Price (Sum of A and B)\$ 1.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 0 as earnest money with _____ as escrow agent, at _____ (address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:
A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: (i) will not be amended or deleted from the title policy; or (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 (1) Within _____ days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

4th Street and Pecan Street Rockdale Texas (Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- (1) The Sales Price in Paragraph 3 of the contract is: A. Cash portion of Sales Price payable by Buyer at closing \$ 1.00 B. Sum of financing described in the contract \$ C. Sales Price (Sum of A and B) \$ 1.00 (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments: The agreement deletes lots 15-19 and the addition of lots 1-4 of Block A

- (3) The date in Paragraph 9 of the contract is changed to July 31, 2018 (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ by Seller; \$ by Buyer (6) Buyer has paid Seller an additional Option Fee of \$ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, 20____. This additional Option Fee will will not be credited to the Sales Price. (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid. (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to July 31, 2018 (9) Other Modifications: (Insert only factual statements and business details applicable to this sale.)

EXECUTED the 27th day of February, 2018. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer [Signature] Seller Dennis L. Brooks et al. Buyer Seller

TREC logo This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC No. 39-8. This form replaces TREC No. 39-7.

EXHIBIT
A
Land Description

4. Legal description of land:

Being Lot Numbers 11 and 12, Block Number 38, City of Rockdale, Milam County, Texas, as shown on plat of said City, of record in Cabinet A, Slide 47-A, Plat Records of Milam County Texas.

All that certain tract of parcel of land situated in Milam County, Texas, a part of the David A. Thompson Survey, Abstract No. 398, and being part of the Hi-Vue Addition to the City of Rockdale, and more particularly described as follows: Lots 1, 2, 3, 4, 5, Block A; Lots 1-14, Block B and lots 5-12, Block C.

Being the same property described in Deed dated May 14, 2013, executed by Institute for Teaching God's Word to American Academy of Crisis Counseling, recorded in Cabinet A, Slide 47-A, Plat Records of Milam County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Countersigned
Botts Title Company

By 
Authorized Signature

Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

1	<u>512-446-5564</u>	<u>48331950700</u>	<u>5.33</u> <u>#####</u>
	Contract Number	Census Tract	Acreage Date of Sale
	<u>103 Mulberry St</u>		<u>Rockdale</u>
	Street Address		City
	<u>Dennis Brooks</u>	<u>American Academy of Crisis Counseling</u>	
	Contact Name for Seller	Name of Seller Entity	
	<u>Rick Sims</u>	<u>Institute for TeachingGod's Word/No Limits International</u>	
	Contact Name for Previous Seller	Name of Previous Seller Entity	
	<u>P.O. Box 1157</u>	<u>Rockdale</u> <u>TX</u> <u>76567</u>	
	Seller Address	City	State Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?		<input type="checkbox"/> No
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?		<input type="checkbox"/> Yes
	If yes above, describe relationship: 		
	<input checked="" type="checkbox"/> Contract includes more than one tract/lot. Address, legal description, and acreage are below.		
	a. <u>TBD</u>	<u>S10900 HI VUE BLK B LOT 1-14, &</u>	<u>0</u>
	b. <u></u>	<u>BLK A LOTS 1 -4</u>	<u></u>
	c. <u></u>	<u>BLK C LOT 5-12</u>	<u>5.33</u>

2	<u>512-446-5564</u>	<u>48331950700</u>	<u>1</u> <u>#####</u>
	Contract Number	Census Tract	Acreage Date of Sale
	<u>P.O. Box 1159</u>		<u>Rockdale</u>
	Street Address		City
	<u>Rick Sims</u>	<u>Institute for TeachingGod's Word</u>	
	Contact Name for Seller	Name of Seller Entity	
	<u>Dennis Brooks</u>	<u>American Academy of Crisis Counseling/No limits Inte</u>	
	Contact Name for Previous Seller	Name of Previous Seller Entity	
	<u>103 Mulberry St</u>	<u>Rockdale</u> <u>TX</u> <u>76567</u>	
	Seller Address	City	State Zip
	Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?		<input type="checkbox"/> No
	Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?		<input type="checkbox"/> Yes
	If yes above, describe relationship: 		
	<input type="checkbox"/> Contract includes more than one tract/lot. Address, legal description, and acreage are below.		
	a. <u>205 4TH E ROCKDALE, TX 76567</u>	<u>PT OF & 2 S PT OF</u>	<u>0.5</u>
	b. <u>PECAN ROCKDALE, TX 76567</u>	<u>S16000 ORIGINAL TOWNRD. BLK C LOT 1 N</u>	<u>0.5</u>
	c. <u></u>	<u></u>	<u>Acres</u>



City of Rockdale

February 27, 2018

Memorandum for Record

RE: Properties – Hi-View Subdivision, Block A, Lots 1-4

This is to certify that the above mentioned Brooks Haven Project properties meet the City of Rockdale requirements regarding the distance of the above-ground storage tanks to the nearest property boundary.

Sec. 4.06.007(l) Tank specifications for a surface permit. The construction and installation of all tanks and permanent structures shall conform to the requirements of the commission and any other local, state or federal agency. The top of the tanks shall be no higher than fifteen feet (15'). All tanks shall be set back pursuant to the standards of the commission and the National Fire Protection Association, but in all cases, shall be at least twenty-five (25') feet from any public right-of-way or property line. All transport trucks shall be filled on site, not on public rights-of-way or streets.

Please contact my office at (512) 446-2511 if you have any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Whittaker", is written over a faint, larger version of the same signature.

Chris Whittaker
City Manager

Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned
copies of scoring notices behind this tab in the
application .pdf

Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf

Real Estate Analysis Division staff will place scanned
copies of RFI documents behind this tab in the
application .pdf

Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned copies of
public comment received behind this tab in the application
.pdf

Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf

Multifamily Finance Division staff will place scanned copies of
Direct Loan Program Award Letters behind this tab in the
application .pdf

Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf

