



# 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.**

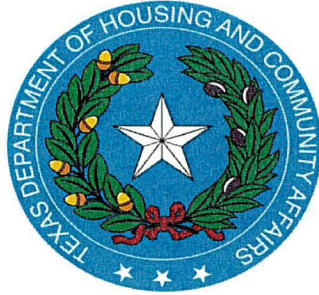


**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

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





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

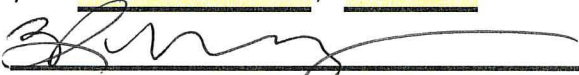
**Development Name:** Legend Oaks

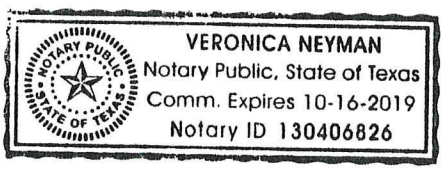
The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, 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.

Llano DMA Housing, L.P.  
**Applicant Entity Name**  
 By:   
**Signature of Authorized Representative**  
Diana McIver  
**Printed Name**  
Manager  
**Title**  
29-Oct-18  
**Date**

Sworn to and subscribed before me on the 29 day of October, 2018  
 by Diana McIver  
 (Personalized Seal)

  
**Notary Public Signature**  
Texas  
**Notary Public, State of**  
Travis  
**County of**  
10/16/2019  
**My Commission Expires:**  
10/29/2018  
**Date**





**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: N/A

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
- September 6, 2018
- October 11, 2018
- November 8, 2018
- December 6, 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
- June 22, 2018
- July 27, 2018
- August 24, 2018
- September 21, 2018

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

## 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>

## 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.

By: [Signature]

\_\_\_\_\_
Signature

Diana McIver
Printed Name

Manager
Title

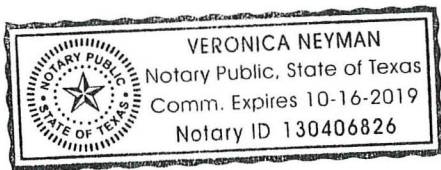
10-1-2018
Date

THE STATE OF Texas §
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Diana McIver, 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 1st day of October, 2018

(Seal)



[Signature]
Notary Public Signature

## Applicant Eligibility Certification-§10.204(2)

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.**

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

**The form must be executed by all individuals included on the organizational chart who are identified under §10.204(2)(A) – (D) of the Uniform Multifamily Rules and who have the ability to exercise control over the Development.**

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

**The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. *No hard copy is required, only a scanned copy within the final PDF file.***

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>

## 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: 

Signature of Authorized Representative

Diana McIver

Printed Name

Manager

Title

10-1-2018

Date

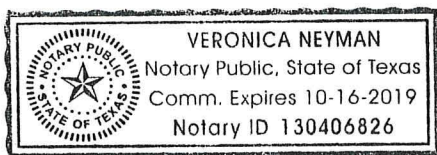
THE STATE OF Texas §

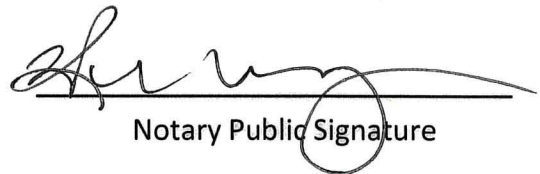
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Diana McIver, 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 1<sup>st</sup> day of October, 2018

(Seal)



  
Notary Public Signature

## 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

## 2018 Multifamily Direct Loan Certification

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:
    - 1) 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>



(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.

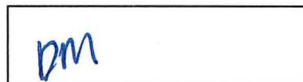
I (We) certify that as of the date of the Multifamily Direct Loan application all project work, other than as allowed in 24 CFR. Part 58, has ceased.

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.



(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.

DM

(initial)

By: 

Signature of Authorized Representative

Diana McIver

Printed Name

Manager

Title

10-1-2018

Date

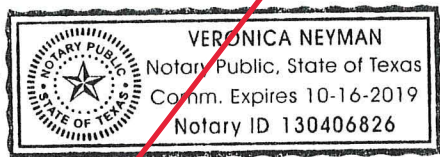
THE STATE OF TEXAS Texas §

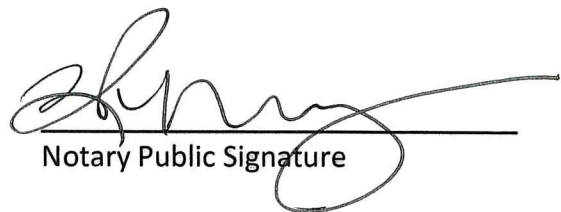
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Diana McIver, 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 1<sup>st</sup> day of October, 2018

(Seal)



  
Notary Public Signature

## 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

2018 Multifamily Direct Loan Certification

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.

2018 Multifamily Direct Loan Certification

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;

2018 Multifamily Direct Loan Certification

- 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.

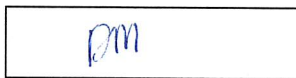
**All applicants applying under the 2018-1 Multifamily Direct Loan Notice of Funding Availability (NOFA) must read and initial after each of the following sections regarding federal cross cutting requirements in the boxes below.**



2018 Multifamily Direct Loan Certification

**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>



(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.

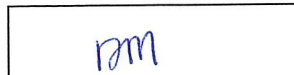
I (We) understand that the environmental effects of each activity carried out with an award of NHTF funds must be assessed in accordance with the provisions of CPD Notice 16-14.

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.

  
 (initial)

**Relocation and Anti-Displacement**

The property proposed for this Application is  X  is not \_\_\_\_\_ occupied. (check one)

If occupied, the occupant(s) are owners \_\_\_\_\_ tenants  X

**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

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.

rm

(initial)

2018 Multifamily Direct Loan Certification

By: [Signature]  
Signature of Authorized Representative

Diana McIver  
Printed Name

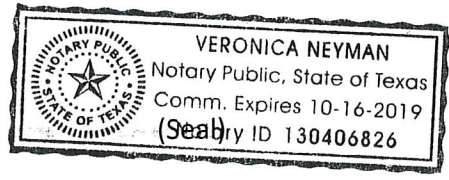
Manager  
Title

12/28/2018  
Date

THE STATE OF TEXAS Texas §  
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Diana McIver, 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 28 day of December, 2018



[Signature]  
Notary Public Signature

## 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

<b>Name:</b> <u>JoEllen Smith</u>	<b>Phone:</b> <u>(512) 328-3232</u>	<u>4506</u>	
	<b>Office</b>	<b>Extension</b>	
<b>Email:</b> <u>JoellenS@dmacompanies.com</u>			
	<b>Mobile</b>		
<b>Mailing Address:</b> <u>4101 Parkstone Heights Drive, Suite 310</u>			
<b>Street</b>			
<u>Austin</u>	<u>TX</u>	<u>78746</u>	
<b>City</b>	<b>State</b>	<b>Zip</b>	

### 2. Second Contact

<b>Name:</b> <u>Nicole Mwei</u>	<b>Phone:</b> <u>(512) 328-3232</u>	<u>4531</u>	
	<b>Office</b>	<b>Extension</b>	
<b>Email:</b> <u>NicoleM@dmacompanies.com</u>			
	<b>Mobile</b>		

### 3. Consultant Contact (if applicable)

<b>Name:</b> <u>N/A</u>	<b>Phone:</b> <u></u>	<u></u>	
	<b>Office</b>	<b>Extension</b>	
<b>Email:</b> <u></u>			
	<b>Mobile</b>		
<b>Mailing Address:</b> <u></u>			
<b>Street</b>			
<u></u>	<u></u>	<u></u>	
<b>City</b>	<b>State</b>	<b>Zip</b>	

## 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
<a href="#">Unit Sizes</a>	§11.9(b)(1)(A)	0
<a href="#">Unit and Development Features</a>	§11.9(b)(1)(B)	0
<a href="#">Sponsor Characteristics</a>	§11.9(b)(2)	0
<b>High Quality Housing Total</b>		<b>0</b>
Criteria to Serve and Support Texans Most In Need		
Point Item Description	QAP Reference	Points Selected
<a href="#">Income Levels of Tenants</a>	§11.9(c)(1)	16
<a href="#">Rent Levels of Tenants</a>	§11.9(c)(2)	7
<a href="#">Tenant Services</a>	§11.9(c)(3)	0
<a href="#">Opportunity Index</a>	§11.9(c)(4)	0
<a href="#">Underserved Area</a>	§11.9(c)(5)	0
<a href="#">Tenant Populations with Special Needs</a>	§11.9(c)(6)	0
<a href="#">Proximity to the Urban Core</a>	§11.9(c)(7)	0
Readiness to Proceed in Disaster Impacted Counties	§11.9(c)(8)	0
<b>Serve and Support Texans Most in Need Total</b>		<b>23</b>
Criteria Promoting Community Support and Engagement		
Point Item Description	QAP Reference	Points Selected
Local Government Support	§11.9(d)(1)	0
<a href="#">Commitment of Development Funding by Local Political Subdivision</a>	§11.9(d)(2)	0
<a href="#">Declared Disaster Area</a>	§11.9(d)(3)	0
Quantifiable Community Participation	§11.9(d)(4)	0
Community Support from State Representative	§11.9(d)(5)	0
Input from Community Organizations	§11.9(d)(6)	0
Concerted Revitalization Plan	§11.9(d)(7)	0
<b>Community Support and Engagement Total</b>		<b>0</b>
Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability		
Point Item Description	QAP Reference	Points Selected
<a href="#">Financial Feasibility</a>	§11.9(e)(1)	0
<a href="#">Cost of Development per Square Foot</a>	§11.9(e)(2)	0
<a href="#">Pre-application Participation</a>	§11.9(e)(3)	0
<a href="#">Leveraging of Private, State, and Federal Resources</a>	§11.9(e)(4)	0
<a href="#">Extended Affordability</a>	§11.9(e)(5)	0
<a href="#">Historic Preservation</a>	§11.9(e)(6)	0
<a href="#">Right of First Refusal</a>	§11.9(e)(7)	0
<a href="#">Funding Request Amount</a>	§11.9(e)(8)	0
<b>Efficient Use of Limited Resources and Applicant Accountability Total</b>		<b>0</b>
Point Deductions	§11.9(f)	0
<b>Total Application Self Score</b>		<b>23</b>

## Site Information Form Part I

Self Score Total: 23

**1. Development Address (All Programs)**

101 Legend Hills Blvd.,		Llano	
Address		City	
7	78643	Llano	Rural
Region	Zip	County	Rural/Urban

**2. Census Tract Information (All Programs)**

48299970200	<input type="checkbox"/> No	Median Household Income:	37325.00	Quartile:	4q	Poverty Rate:	25.7
Census Tract Number (11 digits)	QCT?	<input type="checkbox"/> 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.					

**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:	General Residential
Flood Zone Designation:	Zone X	Entire Development Site is outside the 100 year floodplain. <span style="border: 1px solid black; padding: 2px;">Yes</span>	

**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
Llano Elementary	EE	through	5	Yes	Yes	Yes
Llano Junior High	6	through	8	Yes	Yes	Yes
Llano Highschool	9	through	12	Yes	Yes	Yes
		through				
		through				

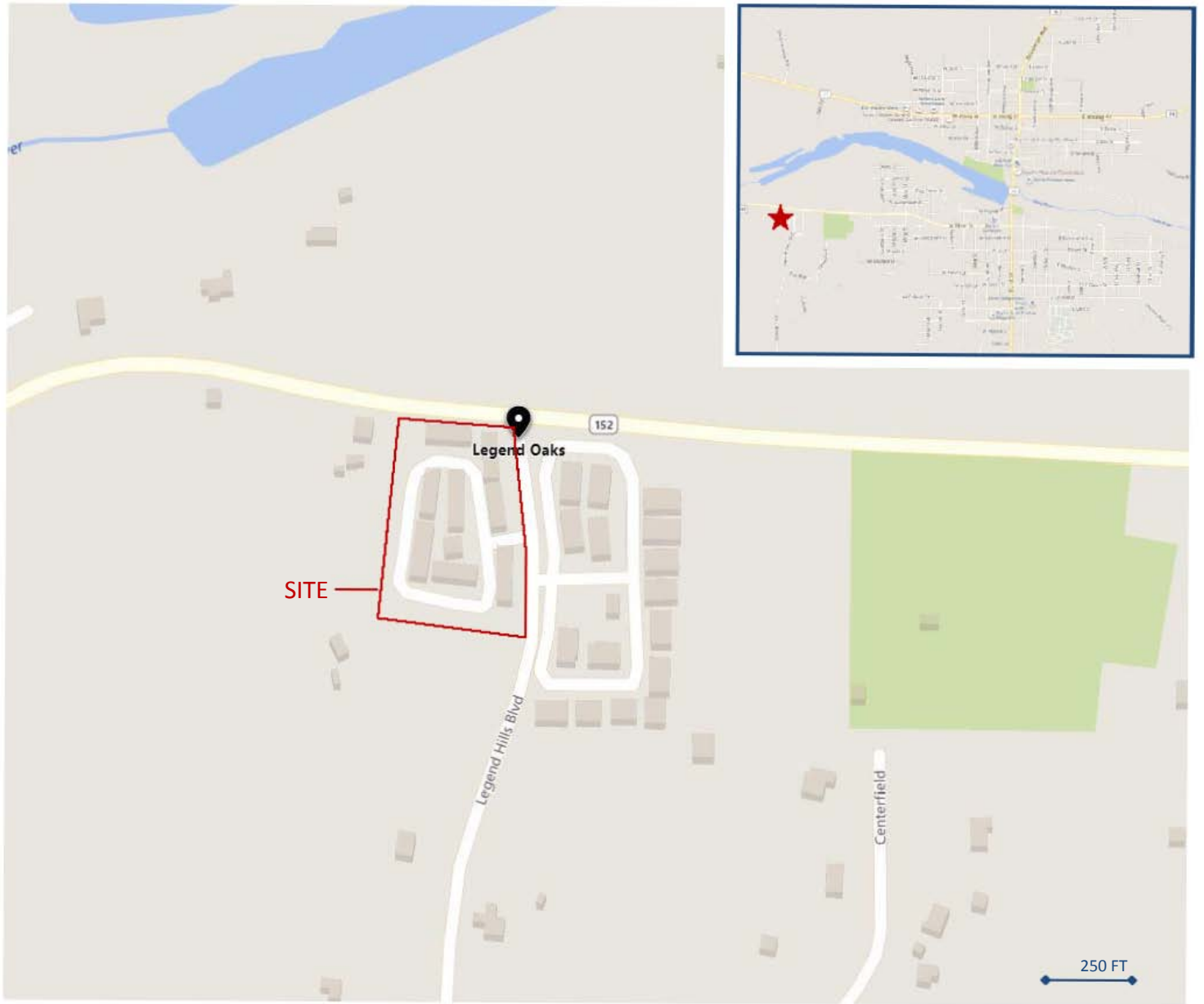
- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood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

If revised form submitted, date of submission: \_\_\_\_\_

## Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified 
- Census Tract Map with Development Site Identified   
<https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t>
- 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 
- Educational Quality (all Applications)
  - School Attendance Zone Map with Development labeled;
  - 2017 TEA accountability information for each school, and 
  - UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year. 
- 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





LEGEND OAKS

101 Legend Hills Boulevard, Llano, Texas 78643

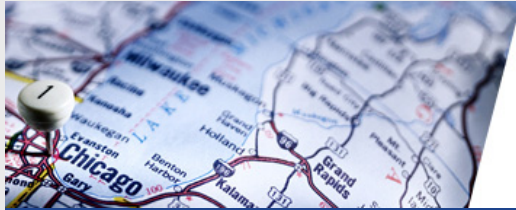


Office of Policy Development and Research (PD&R)  
U.S. Department of Housing and Urban Development  
Secretary Ben Carson



- HOME
- ABOUT PD&R
- RESEARCH & PUBLICATIONS
- DATA SETS
- INITIATIVES
- QUICK LINKS
- EVENTS

Share



## 2017 and 2018 Small DDAs and QCTs

101 Legend Hills Boulevard Llano, Texas

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline

LIHTC Project

2018 Qualified Census Tracts

SADDA Legend (%):

FMR Boundary

SADDA Boundary

2018 Small DDA

Hide the overview

The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 20010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.

### Map Options

13 Current Zoom Level

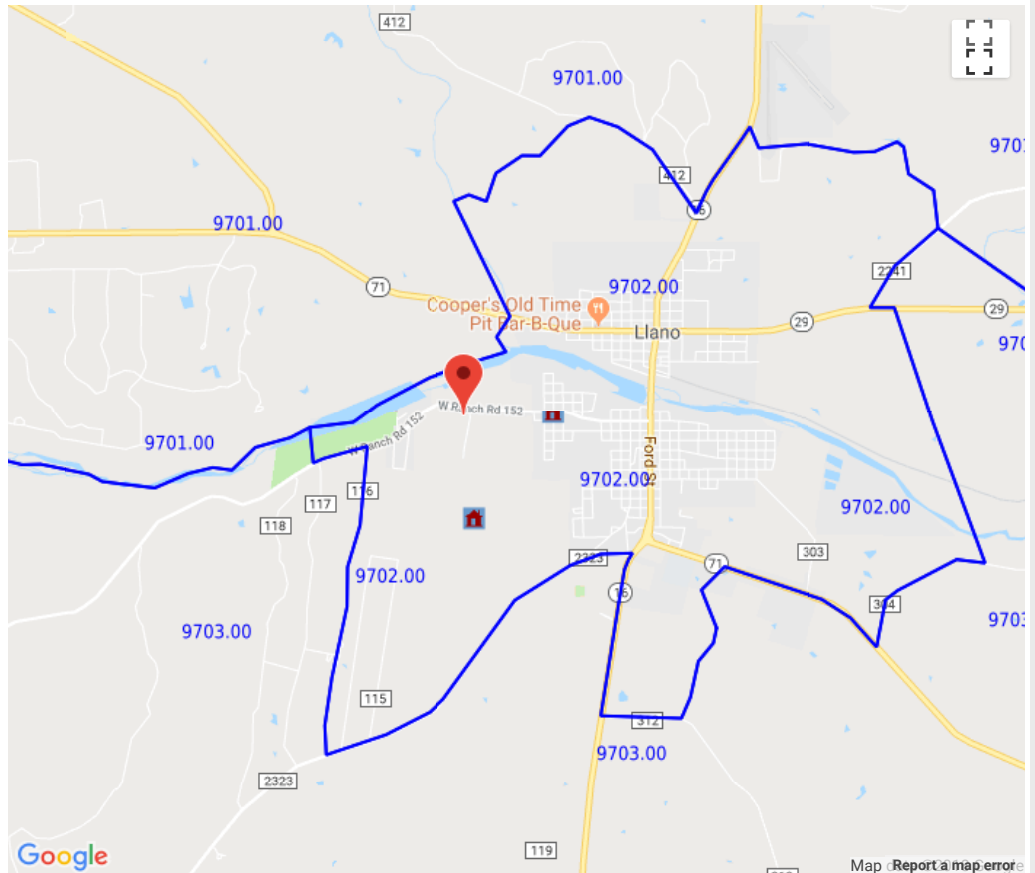
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Click here for full screen map

### Select Year

- 2018
- 2017

The Address "101 Legend Hills Blvd., Llano, TX 78643 falls under Tract "48299970200".



### About PD&R

- Delegations of Authority and Order of Succession
- Events
- HUD at 50

### Initiatives

- Aging Research and Resources
- Aligning Affordable Rental Housing
- Interagency Physical Inspection Alignment

### Research

- Case Studies
- Data Sets
- Periodicals

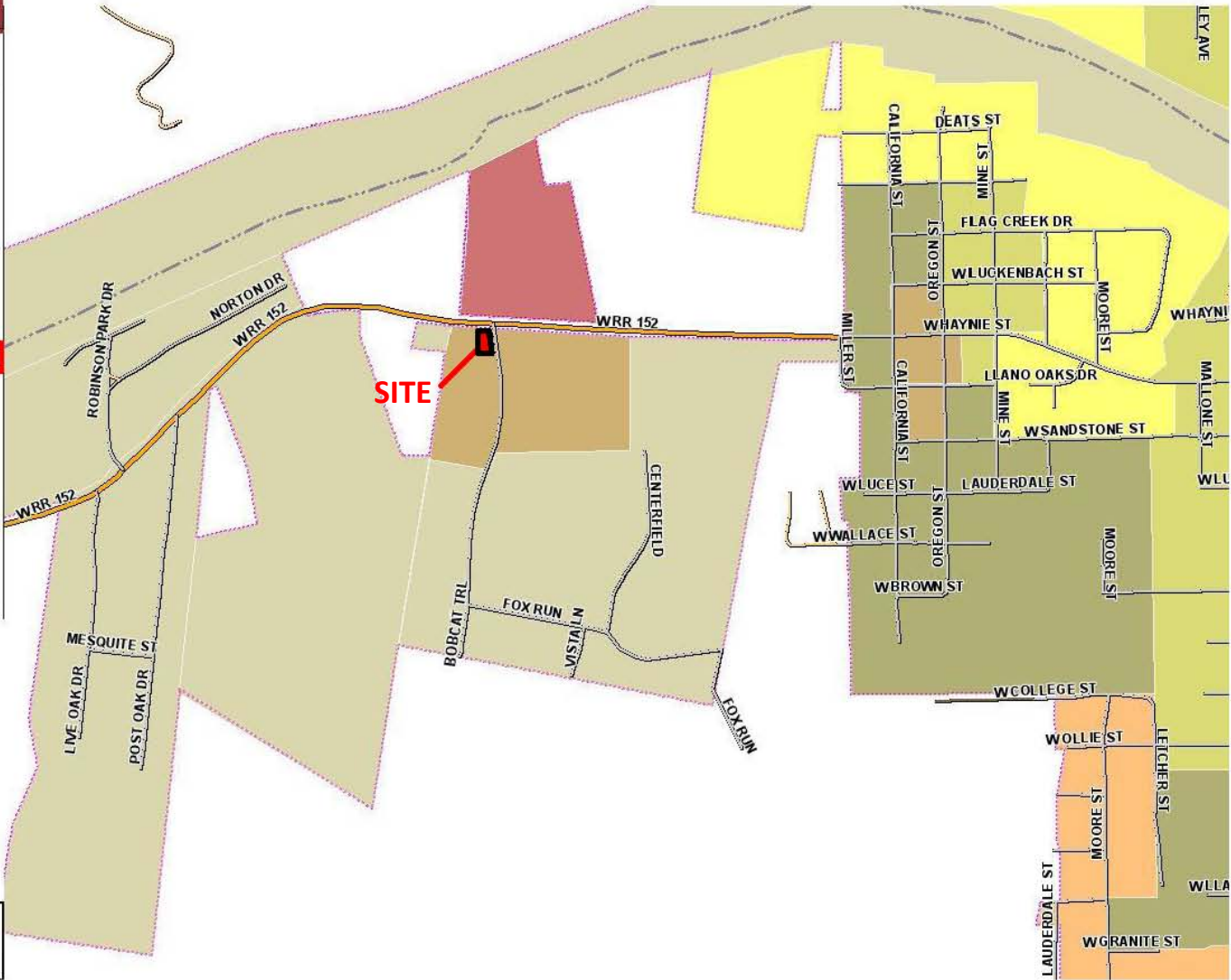


About Legend Layers Refresh Exit



Map Legend

- City Street Labels
- City Streets
- Private Drives
- Local Road Labels
- State Hwy
- FH or RR Road
- County Road
- Other City Streets
- Private Drives
- GR General Residential
- I Industrial
- NBD North Business District
- OM Office Medical
- R Retail
- SF-1 Single Family Residential 1
- SF-2 Single Family Residential 2
- SF-3 Single Family Residential 3
- SF-4 Single Family Residential 4
- Extra-territorial Jurisdiction
- City Limits
- Rivers



Active Tool: Zoom In

Active Layer: City Limits

Map Scale: 1 : 6,749 (Change scale)

# National Flood Hazard Layer FIRMette



30°45'20.68"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

30°44'49.76"N

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |  |   |
|------------------------------------|--|---|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |  | Without Base Flood Elevation (BFE)<br>Zone A, V, A99  |
|                                    |  | With BFE or Depth Zone AE, AO, AH, VE, AR   |
|                                    |  | Regulatory Floodway   |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X |
|                                    |  | Future Conditions 1% Annual Chance Flood Hazard Zone X  |
|                                    |  | Area with Reduced Flood Risk due to Levee. See Notes. Zone X  |
|                                    |  | Area with Flood Risk due to Levee Zone D  |
| <b>OTHER AREAS</b>                 |  | Area of Minimal Flood Hazard Zone X   |
|                                    |  | Effective LOMRs   |
|                                    |  | Area of Undetermined Flood Hazard Zone D  |
| <b>GENERAL STRUCTURES</b>          |  | Channel, Culvert, or Storm Sewer  |
|                                    |  | Levee, Dike, or Floodwall   |
| <b>OTHER FEATURES</b>              |  | Cross Sections with 1% Annual Chance Water Surface Elevation  |
|                                    |  | Coastal Transect  |
|                                    |  | Base Flood Elevation Line (BFE)   |
|                                    |  | Limit of Study  |
|                                    |  | Jurisdiction Boundary   |
|                                    |  | Coastal Transect Baseline   |
| <b>MAP PANELS</b>                  |  | Digital Data Available  |
|                                    |  | No Digital Data Available   |
|                                    |  | Unmapped  |



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/17/2018 at 2:41:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

98°41'31.70"W

# TEXAS EDUCATION AGENCY

## 2017 Accountability Summary

LLANO EL (150901101) - LLANO ISD

### Accountability Rating

**Met Standard**

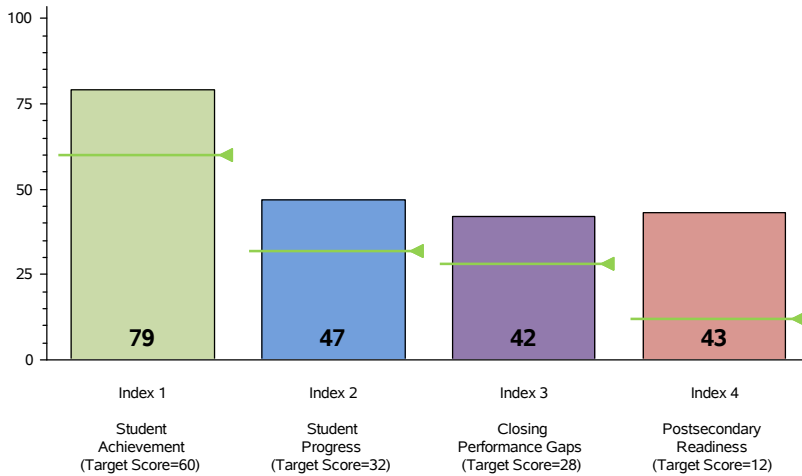
Met Standards on	Did Not Meet Standards on
<ul style="list-style-type: none"> <li>- Student Achievement</li> <li>- Student Progress</li> <li>- Closing Performance Gaps</li> <li>- Postsecondary Readiness</li> </ul>	<ul style="list-style-type: none"> <li>- NONE</li> </ul>
In 2017, to receive a Met Standard 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	<b>DISTINCTION EARNED</b>
Academic Achievement in Mathematics	<b>DISTINCTION EARNED</b>
Academic Achievement in Science	<b>NO DISTINCTION EARNED</b>
Academic Achievement in Social Studies	<b>NOT ELIGIBLE</b>
Top 25 Percent Student Progress	<b>NO DISTINCTION EARNED</b>
Top 25 Percent Closing Performance Gaps	<b>NO DISTINCTION EARNED</b>
Postsecondary Readiness	<b>DISTINCTION EARNED</b>

### Performance Index Report



### Campus Demographics

Campus Type	Elementary
Campus Size	397 Students
Grade Span	EE - 05
Percent Economically Disadvantaged	60.7
Percent English Language Learners	5.5
Mobility Rate	16.7
Percent Served by Special Education	10.3
Percent Enrolled in an Early College High School Program	0.0

### Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	401	509	79
2 - Student Progress	280	600	47
3 - Closing Performance Gaps	499	1,200	42
4 - Postsecondary Readiness			
STAAR Score	42.7		
Graduation Rate Score	N/A		
Graduation Plan Score	N/A		
Postsecondary Component Score	N/A		43

### System Safeguards

Number and Percentage of Indicators Met	
Performance Rates	14 out of 14 = 100%
Participation Rates	8 out of 8 = 100%
Graduation Rates	N/A
<b>Total</b>	<b>22 out of 22 = 100%</b>

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

LLANO J H (150901041) - LLANO ISD

### Accountability Rating

**Met Standard**

Met Standards on	Did Not Meet Standards on
<ul style="list-style-type: none"> <li>- Student Achievement</li> <li>- Student Progress</li> <li>- Closing Performance Gaps</li> <li>- Postsecondary Readiness</li> </ul>	<ul style="list-style-type: none"> <li>- NONE</li> </ul>

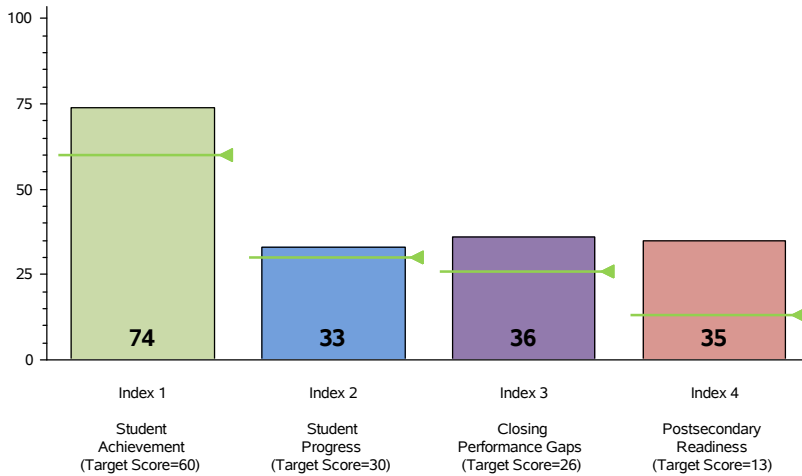
In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

### Distinction Designation



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

### Performance Index Report



### Campus Demographics

Campus Type	Middle School
Campus Size	411 Students
Grade Span	06 - 08
Percent Economically Disadvantaged	64.5
Percent English Language Learners	5.6
Mobility Rate	15.8
Percent Served by Special Education	11.2
Percent Enrolled in an Early College High School Program	0.0

### Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	843	1,146	74
2 - Student Progress	331	1,000	33
3 - Closing Performance Gaps	716	2,000	36
4 - Postsecondary Readiness			
STAAR Score	34.7		
Graduation Rate Score	N/A		
Graduation Plan Score	N/A		
Postsecondary Component Score	N/A		35

### System Safeguards

Number and Percentage of Indicators Met	
Performance Rates	17 out of 22 = 77%
Participation Rates	10 out of 10 = 100%
Graduation Rates	N/A
<b>Total</b>	<b>27 out of 32 = 84%</b>

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

LLANO H S (150901001) - LLANO ISD

## Accountability Rating

**Met Standard**

### Met Standards on

- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

### Did Not Meet Standards on

- 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

**DISTINCTION EARNED**

Academic Achievement in Science

**DISTINCTION EARNED**

Academic Achievement in Social Studies

**DISTINCTION EARNED**

Top 25 Percent Student Progress

**NO DISTINCTION EARNED**

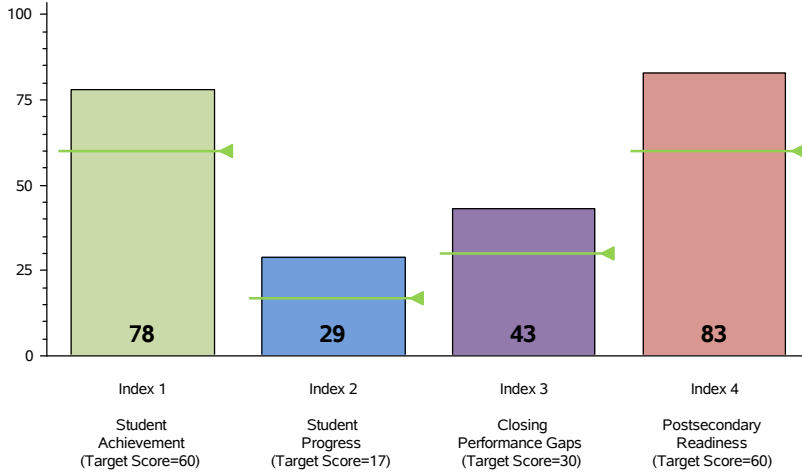
Top 25 Percent Closing Performance Gaps

**NO DISTINCTION EARNED**

Postsecondary Readiness

**DISTINCTION EARNED**

## Performance Index Report



## Performance Index Summary

Index	Points Earned	Maximum Points	Index Score
1 - Student Achievement	641	821	78
2 - Student Progress	231	800	29
3 - Closing Performance Gaps	687	1,600	43
4 - Postsecondary Readiness			
STAAR Score	14.5		
Graduation Rate Score	25.0		
Graduation Plan Score	18.9		
Postsecondary Component Score	24.8		83

## Campus Demographics

Campus Type	High School
Campus Size	538 Students
Grade Span	09 - 12
Percent Economically Disadvantaged	55.9
Percent English Language Learners	2.4
Mobility Rate	13.6
Percent Served by Special Education	11.9
Percent Enrolled in an Early College High School Program	0.0

## System Safeguards

### Number and Percentage of Indicators Met

Performance Rates	16 out of 18 = 89%
Participation Rates	10 out of 10 = 100%
Graduation Rates	3 out of 3 = 100%
<b>Total</b>	<b>29 out of 31 = 94%</b>

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

# Site Information Form Part II

**1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)**



Development Site is located entirely within 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**

The census tract has a median household income rate in the two highest quartiles within the region.

**OR**

The census tract has a median household 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 applicable evidence is included.

Contiguous Census Tract #

Contiguous Tract Quartile

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 evidence that the amenity meets all requirements of the rule, as applicable, is included.



Development is Rural or USDA 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 evidence that the amenity meets all requirements of the rule, as applicable, is included.

full service grocery store (4 miles)
health-related facility (4 miles)
outdoor recreation facility available to public (3 miles)

pharmacy (4 miles)
public library (4 miles)
community, civic or service organization (3 miles)

No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

**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:**



2. **§11.9(c)(5) - 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:

- Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points) ;
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points) ;
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

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

3. **§11.9(c)(7) - Proximity to the Urban Core (Competitive HTC Applications Only)**

- Development Site is located in a Place with a population over 200,000 and is *not* in the At-Risk Set-Aside.
- AND**
- Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building. **OR**
- Population of Place is 500,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

Application is seeking points for Proximity to the Urban Core.	Total Points Claimed:	<input type="text"/>	<input type="text"/>
--	-----------------------	----------------------	----------------------

4. **§11.9(d)(7) - Concerted Revitalization Plan (Competitive HTC Applications Only)**

Region:

- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan's purposes on its established timetable is provided.
- 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"/>

- A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
- No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

OR

Development is in a Rural Area.       Rehabilitation       Demolition/Reconstruction

Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA);

AND

Development was constructed 25 or more years prior to Application submission 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.

Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality 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"/>

A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included behind this tab.

No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

**Application is seeking points for Concerted Revitalization.      Total Points Claimed:**

**5. §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:**












**6. §11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)**

Application meets all of the following requirements:

- Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year preceding the Full Application Delivery Date.
- Application includes evidence that the Applicant will close all financing on or before October 31, 2018.
- Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.
- Application includes evidence that appropriate zoning will be in place at award.
- Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.



**Application is seeking points for Readiness to Proceed.      Total Points Claimed:**

## Supporting Documentation for the Site Information Form Part II


- n/a **Opportunity Index (Competitive HTC and Direct Loan Only)** 
- n/a Map with Development Site boundaries indicated, relative to census tract boundaries 
- n/a Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts 
- x Map(s) of Community Assets with Development, radius, and each asset labeled 
- x Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- x For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity
- n/a Print-out from DFPS website confirming daycare licensed to serve relevant age groups  
([http://www.dfps.state.tx.us/Child\\_Care/Search\\_Texas\\_Child\\_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp))
- n/a Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate  
(<https://www.neighborhoodscout.com>)
- n/a Print-out from THECB website confirming accreditation of university or community college  
<http://www.txhighereddata.org/Interactive/Institutions.cfm>
- x Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable
- x Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable
- n/a **Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
- n/a For Colonia: 
- n/a Evidence from Attorney General of Colonia boundaries; *and*  
<https://www.texasattorneygeneral.gov/cpd/colonias>
- n/a 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; *and*
- n/a Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border. 
- n/a For Economically Distressed Areas:  
<http://www.twdb.texas.gov/financial/programs/EDAP/index.asp>
- n/a A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; *and*
- n/a Map showing development site boundaries, relative to EDA boundaries. 
- n/a For other items:  
Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.  
The Site Demographic Characteristics Report is posted on the Department's website at  
<http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>
- n/a Map with Development Site boundaries indicated, relative to census tract boundaries 
- n/a Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable 
- n/a Map with all contiguous census tracts, if applicable 
- n/a **Proximity to Urban Core (Competitive HTC Only)**
- n/a Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body. 

**n/a** Concerted Revitalization Plan (Competitive HTC Only)

Urban:

- n/a** Copy of the plan, or link to electronic copy. Plan must document that 11.9(d)(7)(A)(i)(I-V) are met. 
- n/a** Map of target area(s) with location of Development Site clearly identified. 
- n/a** Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- n/a** Resolution identifying Development as contributing more than any other to revitalization effort
- n/a** Letter from appropriate local official providing documentation of measurable improvements.
- n/a** Evidence of committed funding
- n/a** For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity


Rural:

- n/a** Current rent roll
- n/a** Evidence Development constructed 25 or more years prior to application (1992 or earlier) 
- n/a** Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG
- n/a** 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.
- n/a** Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- n/a** For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Declared Disaster Area:

- n/a** The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas (no further documentation is required).  
The List of Declared Disaster Areas is posted on the Department's website at <http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm>
- n/a** Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov't Code §418.014 at the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

Readiness to Proceed

- n/a** The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- n/a** Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
- n/a** Application includes evidence that appropriate zoning will be in place at award. 

Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the "Other" selections to describe the evidence presented.

Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:

- Loan or equity commitments with evidence of completed due diligence

- Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider

Documentation from lender of the lenders' critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.

Evidence from lender that the lenders' third party reports have been ordered

Signed architect contract

Critical path schedule with specific anticipated date for each milestone for site development and building permitting from the architect of record

Permit-ready architectural plans

Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority

Description from architect of record of current stage of architectural plans

Evidence that site development permit application has been submitted and received by the appropriate permitting authority

Description of timing for property acquisition

Description of timing for construction permits

Evidence of selection of construction contractor

Description of timing for execution of construction contracts

For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200


For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200

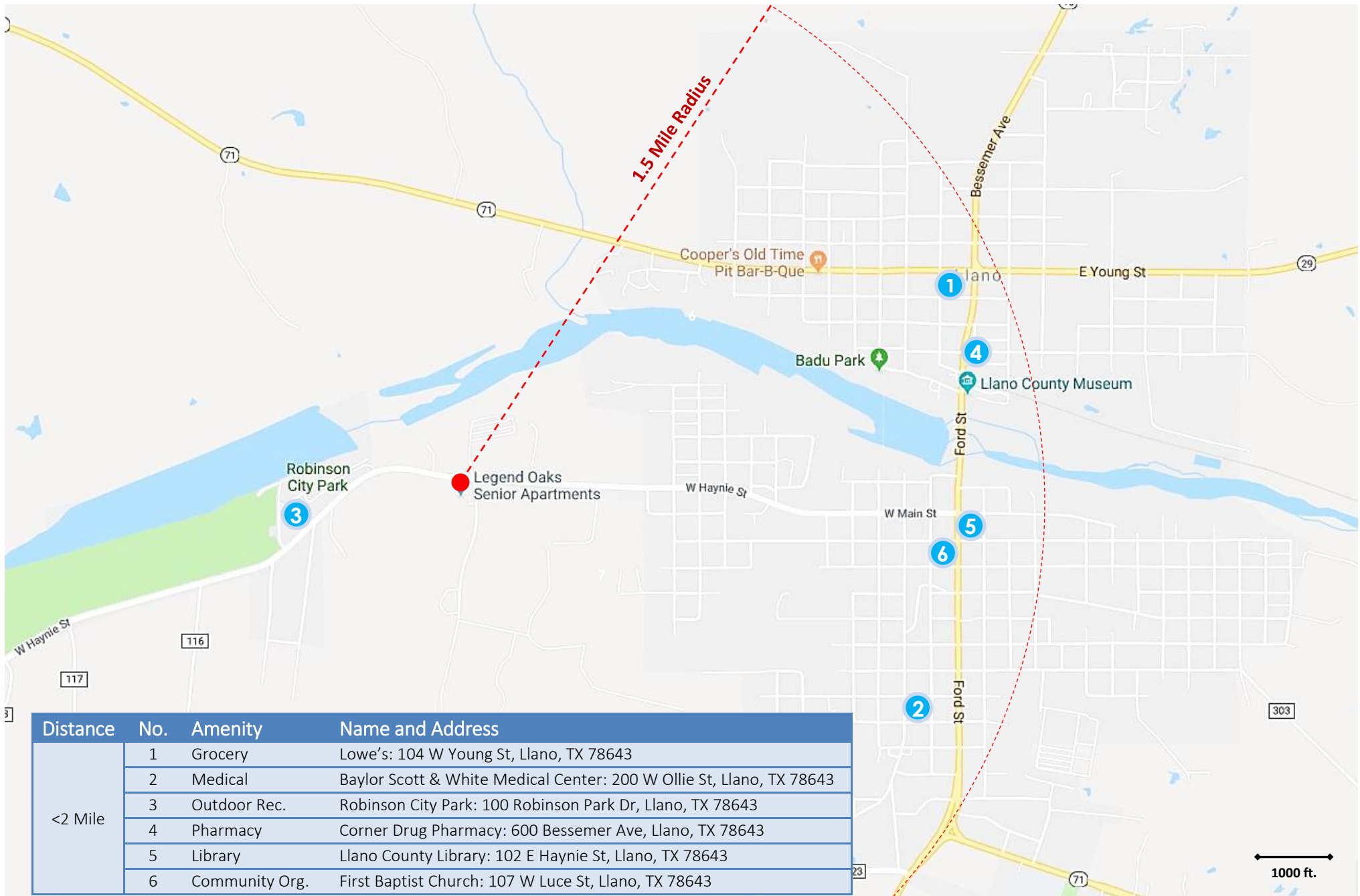
Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.

Project execution plan

Other (describe):

Legend Oaks (TDHCA #18507) – Amenity Map

 Amenity



Distance	No.	Amenity	Name and Address
<2 Mile	1	Grocery	Lowe's: 104 W Young St, Llano, TX 78643
	2	Medical	Baylor Scott & White Medical Center: 200 W Ollie St, Llano, TX 78643
	3	Outdoor Rec.	Robinson City Park: 100 Robinson Park Dr, Llano, TX 78643
	4	Pharmacy	Corner Drug Pharmacy: 600 Bessemer Ave, Llano, TX 78643
	5	Library	Llano County Library: 102 E Haynie St, Llano, TX 78643
	6	Community Org.	First Baptist Church: 107 W Luce St, Llano, TX 78643

 1000 ft.

# Site Information Form Part III

Self Score Total: **9**

## 1. Site Acreage

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

Site Control: **4.007** Site Plan: **n/a** Appraisal: **n/a** ESA: **n/a**

(\*) 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:

**n/a**

## 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):

**Llano DMA Housing, L.P.**

**Diana McIver**

Entity Name

Contact Name

**4101 Parkstone Heights Drive, Suite 310**

Address

**Austin**

**TX**

**78746**

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:

**N/A; Site is not being sold, site to remain with Llano DMA Housing, L.P.**

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:

**n/a**

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 (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:




**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)**

- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable
- 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](http://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.



N/A: Application is not for a New Construction project. Legend Oaks #00155 is an existing tax credit community that has been operating since 2002.

20030694L

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** December 14, 2000

**GRANTOR:** Jennifer McMillan, a single person

**GRANTOR'S MAILING ADDRESS:** HCR 4, Box 295, Burnet, Burnet County, TX 78611

**GRANTEE:** Llano DMA Housing, L.P., a Texas limited partnership

**GRANTEE'S MAILING ADDRESS:** 5100 Bee Caves Road, Austin, Travis County, TX 78746-5221

**CONSIDERATION:** Ten and No/100-(\$10.00)-Dollars and a note of even date that is in the principal amount of Three Hundred Seventy Five Thousand and 00/100 (\$375,000.00), and is executed by Grantee, payable to the order of SunAmerica Housing Fund 919. The note is secured by a vendor's lien retained in the favor of SunAmerica Housing Fund 919 in this deed and by a deed of trust of even date from Grantee to Michael A. Deahl, Trustee.

**PROPERTY (including any improvements):**

Being a tract of land containing 4.007 acres, more or less in Llano County, Texas, out of the Daniel T. Fitchett, Survey No. 220, Abstract No. 209, and out of the Northwest corner of a tract of land called 106.996 acres in a Deed from Dan Hoerster, et al to Legends, Ltd. recorded in Volume 822, Page 126, Llano County Official Public Records, and is out of and part of that certain tract of land described as 8.00 acres in a deed to Jennifer McMillan, recorded in Volume 1063, Page 340, Llano County Official Public Records and said 4.007 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

**RESERVATIONS:** This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, except as to the reservation from and exception to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

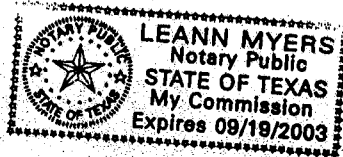
SunAmerica Housing Fund 919, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of SunAmerica Housing Fund 919 and are transferred to that party without recourse on Grantor.

*Jennifer McMillan*  
Jennifer McMillan

State of Texas

County of Llano

This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 2000, by Jennifer McMillan.



*Leann Myers*  
Notary Public, State of Texas

## FRED L. THOMPSON &amp; ASSOCIATES, P. C.

P. O. BOX 74 LLANO, TEXAS 78643-0074

Registered Professional Land Surveyor No. 1739

Licensed State Land Surveyor

915-247-4510 (O) 915-247-1043 (F)

PAGE 2 OF 2

## FIELD NOTES OF 4.007 ACRES OF LAND IN LLANO COUNTY, TEXAS.

The tract of land described hereon and on the accompanying plat contains 4.007 acres more or less in Llano County, Texas, out of the Daniel T. Fitchett Survey No. 220, Abstract 209, and out of the Northwest corner of a tract of land called 106.996 acres in a Deed from Dan Hoerster, et al to Legends, Ltd. recorded in Volume 0822, Page 126, Llano County Official Public Records, and is out of and part of that certain tract of land described as 8.00 acres in a deed to Jennifer McMillan recorded in Volume 1063, Page 340, Llano County Official Public Records and is described by metes and bounds as follows:

**Beginning** at a ½" iron rod found (Record Basis of Bearing) by a fence corner in the south line of Texas State RM Highway No. 152 recorded in Volume 77, Page 266, Llano County Deed Records for the northeast corner of a tract of land described as 1 acre in a Deed to Lee Duncan recorded in Volume 78, Page 50, Llano County Deed Records, the northwest corner of the above said 106.996 acre tract, the northwest corner of the above said 8.00 acre tract and the northwest corner hereof;

**Thence** southeasterly with the arc of a curve to the left, (Record Basis of Bearing) through a central angle of 01° 30' 06", a radius of 2904.79 feet, an arc distance of 76.14 feet, a chord bearing of S 85° 35' 08" E 76.14 feet to a concrete monument found opposite Station 895 + 71.1;

**Thence** S 86° 22' 21" E (S 86° 29' 19" E) 169.78 (169.96) feet with the south right of way line to a 1/2" iron rod found;

**Thence** southeasterly with the arc of a curve to the right through a central angle of 91° 24' 34" (89° 12' 44"), a radius of 20.00 feet, an arc distance of 31.91 feet (30.68 feet), the chord bearing S 44° 31' 52" E (S 41° 12' 40" E) 28.63 feet (27.76 feet) to a 1/2" iron rod found;

**Thence** with the west line by agreement of a 60 feet wide access easement set out in Exhibit B, Section A of said Deed recorded in Volume 0822, Page 126, Llano County Official Public Records, same being a perpetual access easement reserved by Arrowhead bank in Volume 713, Page 89, Llano County Official Public Records, southeasterly with the arc of a curve to the left through a central angle of 16° 09' 18", a radius of 690.00 feet, an arc distance of 194.55 feet, the chord bearing S 04° 53' 02" E (S 05° 21' 14" E) 193.91 feet to a 1/2" iron rod found;

**Thence** S 13° 25' 53" E 66.36 feet with the west line of said 60 feet wide access easement to a 1/2" iron rod found;

**Thence** with the west line of said 60 feet wide access easement southeasterly with the arc of a curve to the right through a central angle of 18° 40' 55", a radius of 630.00 feet, an arc distance of 205.42 feet, the chord bearing S 04° 05' 26" E 204.51 feet to a 1/2" iron rod found;

**Thence** S 05° 15' 02" W 62.80 feet with west line of said 60 feet wide access easement to a ½" iron rod set for the southeast corner hereof from which a ½" iron rod found for the southeast corner of the said 8.00 acre McMillan tract lies S 13° 41' 12" W 433.48 feet;

**Thence** N 80° 02' 18" W 399.64 feet to a ½" iron rod set in the east fence line of a tract of land described in a deed to Walter D. Roberts recorded in Volume 81, Page 100, Llano County Deed Records from which a point for the southwest corner of the said 8.00 acre tract lies 09° 51' 19" W 435.24 feet and from there a ½" iron rod found for the southwest corner of the said 106.996 acre Legends, LTD tract lies S 09° 15' 16" E 1310.81 feet;

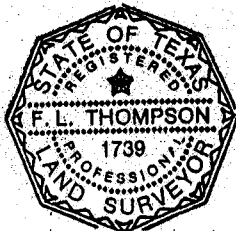
**Thence** with the west line of the said 106.996 acre tract, the west line of the said 8.00 acre tract, the west line hereof and the fence, the following courses and distances:

N 10° 02' 47" E (N 09° 24' 58" E) 61.96 feet to an iron pipe post in the fence;

N 10° 03' 56" E 256.79 feet to an iron pipe post found for the southeast corner of the said 1 acre Duncan tract; and

N 10° 05' 20" E 181.11 feet to the Place of Beginning and containing 4.007 acres more or less.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the field notes hereon with accompanying plat are a true and correct representation and delineation of a survey made on the ground under my direction and supervision on the 7th day of December, 2000. Witness my hand and seal this the 8th day of December, 2000.



*F. L. Thompson*  
 F. L. Thompson, Reg. Prof. Land Surv. No. 1739  
 P.O. Box 74, Llano, Tx 78643

# First American Title Insurance Company

015162 O OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS HEREOF, the FIRST AMERICAN TITLE INSURANCE COMPANY has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

First American Title Insurance Company



ATTEST

*Mark R. Arnesen*  
Secretary,

BY *Parker S. Kennedy* PRESIDENT

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy;
  - (e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.
5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state or federal creditors' rights laws that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend or (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:
  - (i) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of the corporation upon partial or complete liquidation;
  - (ii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;
  - (iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;
  - (iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;
  - (v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or
  - (vi) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

### 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder, of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

When, after the date of the policy, the insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

### 4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

#### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized

by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

#### 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### 8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### 9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

**14. ARBITRATION.**

Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the insured may demand arbitration pursuant to the Title Arbitration Rules or the American Arbitration Association. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY. POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision, and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

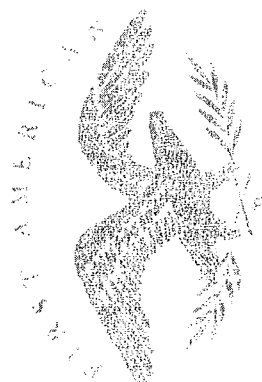
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: First American Title Insurance Company, 11490 Westheimer Road, Suite 600, Houston, TX 77077.

**COMPLAINT NOTICE.**

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the policy. If the problem is not resolved, you also may write the Texas Department of Insurance of Texas, P.O. Box 149104, Austin, TX 78714-9104, Fax No. (512) 305-7426. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

**Owner Policy**

**ISSUED BY:**



**First American Title  
Insurance Company**

11490 Westheimer Road, Suite 600  
Houston, Texas 77077  
(281) 588-2200  
Texas State Wats Line:  
1-800-347-7826

**FOR INFORMATION, OR  
TO MAKE A COMPLAINT, CALL:  
1-800-347-7826**



TEXAS OWNER POLICY OF TITLE INSURANCE

SCHEDULE A

Issued simultaneous with Policy No. 058828 M

Policy No. 015162 O

File No. 00011029

Amount of Insurance \$3,015,006.00

HOI # 299-0-15810

Premium \$14,302.00

DATE OF POLICY June 15, 2001 at 12:43 p.m.

1. Name of Insured:

**Llano DMA Housing, L.P.**

2. The estate or interest in the land that is covered by this policy is:

**Fee Simple**

3. Title to the estate or interest in the land is insured as vested in:

**Llano DMA Housing, L.P.**

4. The land referred to in this policy is described as follows:

**Being all of that certain tract or parcel of land containing 4.007 acres, more or less, situated in the Daniel T. Fitchett Survey No. 220, Abstract No. 209, Llano County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof.**

**NOTE: The Company is prohibited from insuring the area or quantity of the 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 information and/or identification purposes and does not override Item 2 of Schedule B, hereof.**

First American Title Insurance Company

# EXHIBIT A

FRED L. THOMPSON & ASSOCIATES, P. C.

P. O. BOX 74 LLANO, TEXAS 78643-0074

Registered Professional Land Surveyor No. 1739

Licensed State Land Surveyor

915-247-4510 (O) 915-247-1043 (F)

## FIELD NOTES OF 4.007 ACRES OF LAND IN LLANO COUNTY, TEXAS.

The tract of land described hereon and on the accompanying plat contains 4.007 acres more or less in Llano County, Texas, out of the Daniel T. Fitchett Survey No. 220, Abstract 209, and out of the Northwest corner of a tract of land called 106.996 acres in a Deed from Dan Hoerster, et al to Legends, Ltd. recorded in Volume 0822, Page 126, Llano County Official Public Records, and is out of and part of that certain tract of land described as 8.00 acres in a deed to Jennifer McMillan recorded in Volume 1063, Page 340, Llano County Official Public Records and is described by metes and bounds as follows:

Beginning at a 1/2" iron rod found (Record Basis of Bearing) by a fence corner in the south line of Texas State RM Highway No. 152 recorded in Volume 77, Page 266, Llano County Deed Records for the northeast corner of a tract of land described as 1 acre in a Deed to Lee Duncan recorded in Volume 78, Page 50, Llano County Deed Records, the northwest corner of the above said 106.996 acre tract, the northwest corner of the above said 8.00 acre tract and the northwest corner hereof;

Thence southeasterly with the arc of a curve to the left, (Record Basis of Bearing) through a central angle of 01° 30' 06", a radius of 2904.79 feet, an arc distance of 76.14 feet, a chord bearing of S 85° 35' 08" E 76.14 feet to a concrete monument found opposite Station 895 + 71.1;

Thence S 86° 22' 21" E (S 86° 29' 19" E) 169.78 (169.96) feet with the south right of way line to a 1/2" iron rod found;

Thence southeasterly with the arc of a curve to the right through a central angle of 91° 24' 34" (89° 12' 44"), a radius of 20.00 feet, an arc distance of 31.91 feet (30.68 feet), the chord bearing S 44° 31' 52" E (S 41° 12' 40" E) 28.65 feet (27.76 feet) to a 1/2" iron rod found;

Thence with the west line by agreement of a 60 feet wide access easement set out in Exhibit B, Section A of said Deed recorded in Volume 0822, Page 126, Llano County Official Public Records, same being a perpetual access easement reserved by Arrowhead bank in Volume 713, Page 89, Llano County Official Public Records, southeasterly with the arc of a curve to the left through a central angle of 16° 09' 18" a radius of 690.00 feet, an arc distance of 194.55 feet, the chord bearing S 04° 53' 02" E (S 05° 21' 14" E) 193.91 feet to a 1/2" iron rod found;

Thence S 13° 25' 53" E 66.36 feet with the west line of said 60 feet wide access easement to a 1/2" iron rod found;

Thence with the west line of said 60 feet wide access easement southeasterly with the arc of a curve to the right through a central angle of 18° 40' 55", a radius of 630.00 feet, an arc distance of 205.42 feet, the chord bearing S 04° 05' 26" E 204.51 feet to a 1/2" iron rod found;

Thence S 05° 15' 02" W 62.80 feet with west line of said 60 feet wide access easement to a 1/2" iron rod set for the southeast corner hereof from which a 1/2" iron rod found for the southeast corner of the said 8.00 acre McMillan tract lies S 13° 41' 12" W 433.48 feet;

Thence N 80° 02' 18" W 399.64 feet to a 1/2" iron rod set in the east fence line of a tract of land described in a deed to Walter D. Roberts recorded in Volume 81, Page 100, Llano County Deed Records from which a point for the southwest corner of the said 8.00 acre tract lies 09° 51' 19" W 435.24 feet and from there a 1/2" iron rod found for the southwest corner of the said 106.996 acre Legends, LTD tract lies S 09° 15' 16" E 1310.81 feet;

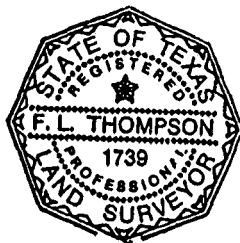
Thence with the west line of the said 106.996 acre tract, the west line of the said 8.00 acre tract, the west line hereof and the fence, the following courses and distances:

N 10° 02' 47" E (N 09° 24' 58" E) 61.96 feet to an iron pipe post in the fence;

N 10° 03' 56" E 256.79 feet to an iron pipe post found for the southeast corner of the said 1 acre Duncan tract; and

N 10° 05' 20" E 181.11 feet to the Place of Beginning and containing 4.007 acres more or less.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the field notes hereon with accompanying plat are a true and correct representation and delineation of a survey made on the ground under my direction and supervision on the 7th day of December, 2000. Witness my hand and seal this the 8th day of December, 2000.



*F. L. Thompson*  
F. L. Thompson, Reg. Prof. Land Surv. No. 1739  
P.O. Box 74, Llano, Tx 78643

# EXHIBIT A

## SCHEDULE B

File No. . 00011029

Policy No. 015162 O

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):

**Volume 713, Page 89 and Volume 822, Page 126, both of the Official Public Records of Llano County, Texas.**

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.
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 right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2001, 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.
6. The following matters and all terms of the documents creating or offering evidence of the matters (the Company must insert matters or delete this exception):

- a. **Deed of Trust dated June 14, 2001 and filed for record on June 15, 2001, recorded in Volume 1122, Page 23 of the Official Public Records of Real Property of Llano County, Texas, executed by Llano DMA Housing, L.P., a Texas limited partnership, to David L. Roberts, Trustee(s), and all terms, conditions and stipulations contained therein, including any additional indebtedness secured thereby; securing one promissory note of even date therewith in the principal amount of \$1,425,000.00, payable to Compass Bank.**

**Said lien additionally secured by Financing Statement recorded under County Clerk's File No. 8079 of Llano County, Texas.**

First American Title Insurance Company

**SCHEDULE B- continued**

File No. . 00011029

Policy No. 015162 O

- b. Building setback line 25 feet in width along the front and 10 feet in width along the side property line(s) as set forth in instrument(s) recorded in Volume 822, Page 126 of the Official Public Records of Llano County, Texas.**
- c. Access Easement as reserved by grantor in deed recorded in Volume 713, Page 89 of the Official Public Records of Llano County, Texas, to the extent same may affect subject property.**
- d. Access easements as reserved by grantor in Deed recorded in Volume 822, Page 126 of the Official Public Records of Llano County, Texas.**
- e. Any portion of the subject property lying within the boundaries of a road or roadway.**
- f. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Llano County, Texas, prior to the date hereof.**
- g. Liability hereunder at the date hereof is limited to \$375,000.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability to the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provisions of this policy.**
- h. Rights of parties in possession.**

By:

*Diana Mills*

Authorized Countersignature

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

**FIRST AMERICAN TITLE GUARANTY COMPANY**

**SCHEDULE A**

Effective Date: **December 14, 2018, 8:00 am**

GF No. **1849067-COM**  
[Title Commitment Support Documents](#)

Commitment No. **1849067-COM**, issued **December 27, 2018, 8:00 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:  
PROPOSED INSURED:
- 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: **\$To Be Determined**  
PROPOSED INSURED: **Texas Department of Housing and Community Affairs, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions**  
Proposed Borrower: **Llano DMA Housing, L.P., a Texas limited partnership**
- 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:

**Llano DMA Housing, L.P., a Texas limited partnership**

Continuation of Schedule A

GF No. **1849067-COM**

4. Legal description of land:

**Being that certain tract of land described as 4.007 acres, more or less, out of the DANIEL T. FITCHETT SURVEY NO. 220, ABSTRACT NO. 209, Llano County, Texas, and being the same land described by metes and bounds description in deed to Llano DMA Housing, L.P., a Texas limited partnership, dated December 14, 2000 recorded in Vol. 1102 Page 905, Real Property Records, Llano County, Texas, reference to which is hereby made for all purposes, including the incorporation herein of said description by reference.**

***The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.***

**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):

**Volume 822, Page 126, Official Public Records, Llano County, Texas;  
Volume 1194, Page 567, as amended in Volume 1277, Page 93, Official Public Records, Llano County, Texas; and  
Volume 1186 Page 911, Official Public Records, Llano County, Texas.**

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 **2019**, 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. **1849067-COM**

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.):

- .1 Right of Way Easement:**  
Recorded: Volume 1184, Page 387, Official Public Records, Llano County, Texas.  
To: Central Texas Electric Cooperative, Inc.  
Purpose: electric utility service
- .2 Building setback lines as set forth in instrument recorded in Volume 822, Page 126, Official Public Records, Llano County, Texas.**
- .3 Provisions of the following that do not otherwise constitute a restrictive covenant exception under Schedule B Item 1 hereof:  
Declaration of Land Use Restrictive Covenants For Low-Income Housing Credits recorded in Volume 1186, Page 911, Official Public Records, Llano County, Texas.**
- .4 Provisions of the following that do not otherwise constitute a restrictive covenant exception under Schedule B Item 1 hereof:  
Land Use Restriction Agreement recorded in Volume 1194 page 567, as amended in Volume 1277 Page 093, Official Public Records, Llano County, Texas.**
- .5 Lease Agreement between Llano DMA Housing L.P., dba Legend Oaks Apts as Lessor and Coinmach Corporation as Lessee as referenced in document recorded Volume 1201, Page 552, Official Public Records, Llano County, Texas.**
- .6 All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, 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.**
- .7 Rights of residential tenants, as tenants only, under unrecorded residential leases or rental agreements.**
- .8 Any visible and/or apparent unrecorded easement, either public or private, located in, on, over or across the land.**

End of Schedule B.



**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. Requirement is made that a satisfactory release be provided for the following:  
Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and  
Financing Statement:**

**Recorded: Volume 1390, Page 534, Official Public Records, Llano County, Texas**  
**Grantor: Llano DMA Housing, L.P., a Texas limited partnership**  
**Trustee: David L. Roberts**  
**Beneficiary: SA Affordable Housing, LLC**  
**Amount: \$502,000.00**  
**Dated: 9/1/2006**  
**Together with: Assignment of Security Instrument**  
**From: SA Affordable Housing, LLC**  
**To: Sunamerica Affordable Housing Partners, Inc.**  
**Recorded: Volume 1390 Page 583 Official Public Records, Llano County, Texas**  
**Together with: Assignment of Security Instrument**  
**From: Sunamerica Affordable Housing Partners, Inc.**  
**To: Fannie Mae**  
**Recorded: Volume 1390 Page 588 Official Public Records, Llano County, Texas**

See continuation.

6. Requirement is made that a satisfactory release or confirmation of subordination be provided for the following:

**Second Lien Deed of Trust (with Security Agreement and Assignment of Rents):**

**Recorded:** Volume 1194, Page 582, Official Public Records, Llano County, Texas  
**Grantor:** Llano DMA Housing, L.P., a Texas limited partnership  
**Trustee:** Edwina P. Carrington  
**Beneficiary:** Texas Department of Housing and Community Affairs  
**Amount:** \$350,000.00  
**Dated:** 11/12/2002  
**Together with:** Modification Agreement  
**Recorded:** Volume 1239, Page 83, Official Public Records, Llano County, Texas.  
**Dated:** 11/6/2003  
**Together with:** Financing Statement  
**Recorded:** Volume 1194, Page 610, Official Public Records, Llano County, Texas  
**Debtor:** Llano DMA Housing, L.P., a Texas limited partnership  
**Secured Party:** Texas Department of Housing and Community Affairs  
**Together with:** UCC Continuation  
**Recorded:** Volume 1443, Page 8, Official Public Records, Llano County, Texas  
**Together with:** UCC Amendment  
**Recorded:** Volume 1443, Page 10, Official Public Records, Llano County, Texas  
**Together with:** UCC Continuation  
**Recorded:** Volume 1539, Page 1209, Official Public Records, Llano County, Texas  
**Together with:** UCC Continuation  
**Recorded:** Volume 1575, Page 845, Official Public Records, Llano County, Texas.

7. Requirement is made that a satisfactory release, termination or subordination be provided for the following:

**UCC Financing Statement**

**Recorded:** Clerk's File No. 8079 Official Public Records, Llano County, Texas  
**Together with:** Continuation  
**Recorded:** Volume 1368 Page 733 Official Public Records, Llano County, Texas  
**Together with:** Amendment  
**Recorded:** Volume 1397 Page 913 Official Public Records, Llano County, Texas  
**Together with:** Assignment  
**Recorded:** Volume 1397 Page 919 Official Public Records, Llano County, Texas  
**From:** SA Affordable Housing LLC  
**To:** SunAmerica Affordable Housing Partners, Inc.  
**Together with:** Continuation  
**Recorded:** Volume 1527 Page 3359 Official Public Records, Llano County, Texas  
**Together with:** Continuation  
**Recorded:** Volume 1529 Page 3741 Official Public Records, Llano County, Texas  
**Together with:** Continuation  
**Recorded:** Volume 1563 Page 1478 Official Public Records, Llano County, Texas  
**Together with:** Continuation  
**Recorded:** Volume 1563 Page 3903 Official Public Records, Llano County, Texas

8. Requirement is made that satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Llano DMA Housing, L.P., a Texas limited partnership.
9. Company requires current titleholders to execute a satisfactory closing affidavit confirming what encumbrances on the property to be insured are known to the current titleholder as of the date of closing.

Continuation of Schedule C

GF No. **1849067-COM**

10. The undersigned has not been provided sufficient information regarding the proposed transaction so as to be able to fully set forth herein all requirements and/or exceptions as may be appropriate. Upon being furnished additional closing details, additional exceptions and/or requirements may be made.
11. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
12. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}

Countersigned  
**Independence Title**

By: \_\_\_\_\_  
Authorized Signatory

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **1849067-COM**

Effective Date: **December 14, 2018, 8:00 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

**UNDERWRITER:** First American Title Guaranty Company, a Texas Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Title Insurance Company, a Nebraska Corporation.

Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

Officers: President: Christopher M. Leavell; Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: H. Matthew McCreadie

- 2. (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners: Title Resource Group, LLC**

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

**Owners: Realogy Services Group, LLC**

- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

**Directors:** Donald J. Casey, Donald W. Evans, Jr., Thomas N. Rispoli, Marilyn J. Wasser, J. Scott McCall

**Officers:** Donald W. Evans, Jr., President; Anthony E. Hull, Treasurer, Executive Vice President; Michael P. Gozdan, Secretary, Senior Vice President, General Counsel; Brian Alan Pitman, Senior Vice President; Michael Jay Southworth, Senior Vice President, Walter P. Mullen, Senior Vice President

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

- 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>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</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:

Continuation of Summary Page

GF No. **1849067-COM**

Amount

To Whom

For Services

" 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."

CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.

LINE NO. 11888 <sup>02-9th</sup>



P.O. BOX 553, FREDERICKSBURG, TEXAS 78624-0553

EASEMENT NO. \_\_\_\_\_

NAME \_\_\_\_\_

**RIGHT OF WAY EASEMENT**  
(Distribution)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LLANO

That the undersigned Llano DMA Housing, L.P. By Diana McIver hereinafter called "Grantor" (whether one or more) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Central Texas Electric Cooperative, Inc., a corporation, whose post office address is P.O. Box 553, Fredericksburg, Texas 78624-0553, and its successors, or assigns, the right to enter upon the lands of the undersigned, situated in the County of LLANO, State of Texas and more particularly described as follows:

A tract of land located approximately 0 miles — from the town of LLANO  
(Show Direction Above)

and bounded on the north by land owned by: F. M. 152

on the south by land owned by: \_\_\_\_\_

on the east by land owned by: LEGEND HILLS BLVD.

on the west by land owned by: LEE DUNCAN

The right-of-way easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating, electric lines, distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of electric utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress over my (our) land to or from said right-of-way.

The width of the easement shall be 20 feet, one-half (1/2) of such distance on either side of Cooperative's lines, poles, or other facilities.

The easement, right, and privilege herein granted shall be perpetual, unless abandoned or the easement is not used for a period of ten (10) years, appurtenant to the land and shall insure to the beneficiary of the Cooperative's successors and assigns. Grantor represents that he is the owner of the above described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns, except those held by the following persons:

NONE

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the rights granted to the Cooperative herein.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 30 day of January

2002

M Bell  
M. Bell

x Diana McIver L.S.  
Diana McIver, Gen. Partner

DATE: 1/30/02

\_\_\_\_\_ L.S.

For the single acknowledgment of one person, man or woman, married or unmarried, use:

The State of Texas

County of \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public, \_\_\_\_\_ County, Texas

For the joint acknowledgment of man and wife, use:

The State of Texas

County of \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, and wife, \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public, \_\_\_\_\_ County, Texas

For the acknowledgment of a person who has signed in a representative capacity, corporate officer, independent executor, or whatever, use:

The State of Texas

County of \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public, \_\_\_\_\_ County, Texas

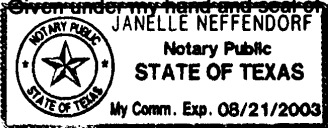
WITNESS ACKNOWLEDGMENT

The State of Texas

County of Collins

Before me, the undersigned authority in and for said County and State, on this day personally appeared M. Bee, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that he saw Diana McLean - Ueno S.M.A. Okunog, the Grantor, subscribe the same and that he/she signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this 7 day of October, 2002.



Janelle Neffendorf  
Notary Public, Collins County, Texas

EASEMENT  
From  
To  
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.  
Filed  
The \_\_\_\_ day of \_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ M. in \_\_\_\_ County Records.  
I, the Clerk of said County, do hereby certify that the foregoing is recorded in Volume \_\_\_\_, pages \_\_\_\_.  
County Clerk  
By: \_\_\_\_\_, Deputy  
After Recording Return To:  
CENTRAL TEXAS ELECTRIC COOPERATIVE, INC.  
P.O. Box 553  
Fredericksburg, Texas 78624-0553  
VOL 1184 PGS 388

FILED FOR RECORD  
AT 5:20pm

NOV 14 2002

BETTE SUE HOY CO CLK  
LLANO COUNTY, TEXAS  
BY Chenault  
C/EE 170

THE STATE OF TEXAS\*\*\*\*COUNTY OF LLANO  
I, HEREBY CERTIFY THAT THE INSTRUMENT WAS  
FILED ON THE DATE AND TIME STAMPED HEREON BY  
ME AND WAS DULY RECORDED IN VOL. 1184  
PAGE 387-389, OF THE OFFICIAL PUBLIC RECORDS  
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON  
14 DAY OF November, 2002.



*Bette Sue Hoy*

BETTE SUE HOY, COUNTY CLERK  
LLANO COUNTY, TEXAS



## 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

**NOT APPLICABLE**

Contract \_\_\_\_\_ Date of Sale \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_

Contact Name for Seller \_\_\_\_\_ Name of Seller Entity \_\_\_\_\_

*Only list if owner has owned <36 mos.* \_\_\_\_\_ *Only list if owner has owned <36 mos.* \_\_\_\_\_

Contact Name for Previous Seller \_\_\_\_\_ Name of Previous Seller Entity \_\_\_\_\_

Seller Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

If yes above, describe relationship: \_\_\_\_\_

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

- |    |               |                         |             |
|----|---------------|-------------------------|-------------|
| a. | Address _____ | Abbreviated Legal _____ | Acres _____ |
| b. | Address _____ | Abbreviated Legal _____ | Acres _____ |
| c. | Address _____ | Abbreviated Legal _____ | Acres _____ |

2

Contract Number \_\_\_\_\_ Census Tract \_\_\_\_\_ Acreage \_\_\_\_\_ Date of Sale \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_

Contact Name for Seller \_\_\_\_\_ Name of Seller Entity \_\_\_\_\_

*Only list if owner has owned <36 mos.* \_\_\_\_\_ *Only list if owner has owned <36 mos.* \_\_\_\_\_

Contact Name for Previous Seller \_\_\_\_\_ Name of Previous Seller Entity \_\_\_\_\_

Seller Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

If yes above, describe relationship: \_\_\_\_\_

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

- |    |               |                         |             |
|----|---------------|-------------------------|-------------|
| a. | Address _____ | Abbreviated Legal _____ | Acres _____ |
| b. | Address _____ | Abbreviated Legal _____ | Acres _____ |
| c. | Address _____ | Abbreviated Legal _____ | Acres _____ |

If a revised form is submitted, date of submission: \_\_\_\_\_

3

Contract Number

Census Tract

Acreage

Date of Sale

Street Address

City

Contact Name for Seller

Name of Seller Entity

*Only list if owner has owned <36 mos.*

*Only list if owner has owned <36 mos.*

Contact Name for Previous Seller

Name of Previous Seller Entity

Seller Address

City

State

Zip

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

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

If yes above, describe relationship:

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

a. Address

Abbreviated Legal

Acres

b. Address

Abbreviated Legal

Acres

c. Address

Abbreviated Legal

Acres

4

Contract Number

Census Tract

Acreage

Date of Sale

Street Address

City

Contact Name for Seller

Name of Seller Entity

*Only list if owner has owned <36 mos.*

*Only list if owner has owned <36 mos.*

Contact Name for Previous Seller

Name of Previous Seller Entity

Seller Address

City

State

Zip

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

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

If yes above, describe relationship:

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

a. Address

Abbreviated Legal

Acres

b. Address

Abbreviated Legal

Acres

c. Address

Abbreviated Legal

Acres

If a revised form is submitted, date of submission:

5

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Number	Census Tract	Acreage	Date of Sale
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address	City		
<input type="text"/>	<input type="text"/>		
Contact Name for Seller	Name of Seller Entity		
<i>Only list if owner has owned &lt;36 mos.</i>	<i>Only list if owner has owned &lt;36 mos.</i>		
<input type="text"/>	<input type="text"/>		
Contact Name for Previous Seller	Name of Previous Seller Entity		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Seller Address	City	State	Zip
Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?			
<input type="text"/>			
Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?			
<input type="text"/>			
If yes above, describe relationship:			
<input type="text"/>			

Contract includes more than one tract/lot. Address, legal description, and acreage are below.

a.	<u>Address</u>	<u>Abbreviated Legal</u>	<u>Acres</u>
b.	<u>Address</u>	<u>Abbreviated Legal</u>	<u>Acres</u>
c.	<u>Address</u>	<u>Abbreviated Legal</u>	<u>Acres</u>

If a revised form is submitted, date of submission:

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)

**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.

K. Michael Conaway                      11  
 \*\* US Representative                      District

<u>Dawn Buckingham</u>	<u>24</u>
State Senator	District
<b>Not included with Application</b>	
Support Letter	
<u>Gail Lang</u>	
City Mayor	

<u>Andrew S. Murr</u>	<u>53</u>
State Representative	District
<b>Not included with Application</b>	
Support Letter	
<u>Mary S. Cunningham</u>	
County Judge	

<u>Mac Edwards</u>	<u>Llano ISD</u>	<u>medwards@llanoisd.org</u>
School Superintendent	District Name	Email
<u>1400 Oatman St</u>	<u>Llano</u>	<u>78643</u>
Address	City	Zip

<u>Rick Tisdale</u>	<u>rick.tisdale@bxs.com</u>
Presiding officer of Board of Trustees	Email
<u>1400 Oatman St</u>	<u>78643</u>
Address	City

\*\* While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.

**Elected Officials (Continued)**

Gail Lang <b>City Council Member</b>	Mayor District/Precinct	<a href="mailto:glang@cityofllano.com">glang@cityofllano.com</a> Email or Phone
Craig Bauman <b>City Council Member</b>	at large District/Precinct	<a href="mailto:cbauman@cityofllano.com">cbauman@cityofllano.com</a> Email or Phone
Sammy Leverett <b>City Council Member</b>	at large District/Precinct	<a href="mailto:sleverett@cityofllano.com">sleverett@cityofllano.com</a> Email or Phone
Bryan Miller <b>City Council Member</b>	at large District/Precinct	<a href="mailto:bmiiller@cityofllano.com">bmiiller@cityofllano.com</a> Email or Phone
Kelli Tudyk <b>City Council Member</b>	at large District/Precinct	<a href="mailto:ktudyk@cityofllano.com">ktudyk@cityofllano.com</a> Email or Phone
Kara Gilliliand <b>City Council Member</b>	at large District/Precinct	<a href="mailto:kgilliland@cityofllano.com">kgilliland@cityofllano.com</a> Email or Phone
Peter R. Jones <b>County Commissioner</b>	1 District/Precinct	<a href="mailto:commpt1@co.llano.tx.us">commpt1@co.llano.tx.us</a> Email or Phone
Linda Raschke <b>County Commissioner</b>	2 District/Precinct	<a href="mailto:linda.raschke@co.llano.tx.us">linda.raschke@co.llano.tx.us</a> Email or Phone
Mike Sandoval <b>County Commissioner</b>	3 District/Precinct	<a href="mailto:commissioner3@co.llano.tx.us">commissioner3@co.llano.tx.us</a> Email or Phone
Jerry Don Moss <b>County Commissioner</b>	4 District/Precinct	<a href="mailto:jerrydonmoss@hotmail.com">jerrydonmoss@hotmail.com</a> Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone
	District/Precinct	Email or Phone

# 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

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	

## 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

10-29-2018  
Date

Diana McIver

Printed Name

Notarize on next page

**CERTIFICATION OF NOTIFICATIONS (continued)**

Texas

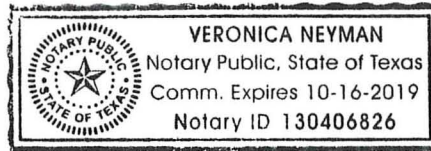
Notary Public, State of

10/16/2019

My Commission expires

Travis

County of



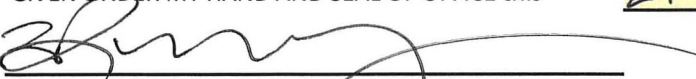
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

29<sup>th</sup> day of

October

, 2018

  
\_\_\_\_\_  
Notary Public Signature



## Development Narrative

### 1. The proposed Development is: (Check all that apply)

and/or:

(adaptive reuse select New Construction here and adaptive reuse in next box)

Previous TDHCA # 00155 If Acquisition/Rehab or Rehab, original construction year: 2002

If Reconstruction, Units Demolished 0 Units Reconstructed 0

If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

### 2. The Target Population will be:

Elderly Limitation

Applicants seeking to be scored as Supportive Housing **must** select Supportive Housing as the population.

**§10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.**

Elderly Preference is based on funding from:

### 3. Staff Determinations regarding definitions of development activity obtained?

If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

### 4. Narrative

Briefly describe the proposed Development, including any relevant information not already identified above.

Legend Oaks (TDHCA 00155) is an existing 48-unit tax credit development serving seniors. The owner, Llano DMA Housing, LP is seeking a TCAP loan to replace its permanent loan which must be repaid by February 1, 2019. The development does not require any rehabilitation, and this is not a new construction or acquisition application. The property has experienced a significant increase in water rates starting in November 2017 of approximately \$2,000 per month. This reduction in NOI eliminated any conventional refinancing opportunities because there is insufficient cash flow to support \$434,000 replacement loan at market rate interest. DMA has met with the City of Llano to request assistance a reduction of water rates alleviate the issue. However, the City of Llano is unwilling to assist in providing commercial water rates or reduced rates for apartment communities.

If a revised form is submitted, date of submission:

**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)
<a href="#">Multifamily Direct Loan: Const. to Perm. (Repayable)</a>	\$ 444,000	3.00%	30	30
<a href="#">Multifamily Direct Loan: Construction Only (Repayable)</a>				
<a href="#">Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</a>		0.00%		
<b>CHDO Operating Expenses Grant</b>				
<a href="#">Housing Tax Credits</a>				
<a href="#">Private Activity Mortgage Revenue</a>				

**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		

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?

Has this site/activity previously received TDHCA funds?

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?

**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:

## Development Narrative

### 1. The proposed Development is: (Check all that apply)

and/or:

(adaptive reuse select New Construction here and adaptive reuse in next box)

Previous TDHCA # 00155 If Acquisition/Rehab or Rehab, original construction year: 2002

If Reconstruction, Units Demolished 0 Units Reconstructed 0

If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

### 2. The Target Population will be:

Elderly Limitation

*Applicants seeking to be scored as Supportive Housing **must** select Supportive Housing as the population.*

**§10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.**

Elderly Preference is based on funding from:

### 3. Staff Determinations regarding definitions of development activity obtained?

If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

### 4. Narrative

Briefly describe the proposed Development, including any relevant information not already identified above.

Legend Oaks (TDHCA 00155) is an existing 48-unit tax credit development serving seniors. The owner, Llano DMA Housing, LP is seeking a TCAP loan to replace its permanent loan which must be repaid by February 1, 2019. The development does not require any rehabilitation, and this is not a new construction or acquisition application. The property has experienced a significant increase in water rates starting in November 2017 of approximately \$2,000 per month. This reduction in NOI eliminated any conventional refinancing opportunities because there is insufficient cash flow to support \$480,000 replacement loan at market rate interest. DMA has met with the City of Llano to request assistance a reduction of water rates alleviate the issue. However, the City of Llano is unwilling to assist in providing commercial water rates or reduced rates for apartment communities.

If a revised form is submitted, date of submission:

**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)
<a href="#">Multifamily Direct Loan: Const. to Perm. (Repayable)</a>	\$ 480,000	3.00%	30	30
<a href="#">Multifamily Direct Loan: Construction Only (Repayable)</a>				
<a href="#">Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</a>		0.00%		
<b>CHDO Operating Expenses Grant</b>				
<a href="#">Housing Tax Credits</a>				
<a href="#">Private Activity Mortgage Revenue</a>				

**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		

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?

Has this site/activity previously received TDHCA funds?

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?

**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:

## Development Narrative

**1. The proposed Development is: (Check all that apply)**

and/or:

(adaptive reuse select New Construction here and adaptive reuse in next box)

Previous TDHCA # 00155 If Acquisition/Rehab or Rehab, original construction year: 2002

If Reconstruction, Units Demolished 0 Units Reconstructed 0

If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

**2. The Target Population will be:**

Elderly Limitation

*Applicants seeking to be scored as Supportive Housing **must** select Supportive Housing as the population.*

**§10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.**

Elderly Preference is based on funding from:

**3. Staff Determinations regarding definitions of development activity obtained?**

If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

**4. Narrative**

Briefly describe the proposed Development, including any relevant information not already identified above.

Legend Oaks (TDHCA 00155) is an existing 48-unit tax credit development serving seniors. The owner, Llano DMA Housing, LP is seeking a TCAP loan to replace its permanent loan which must be repaid by May 30, 2019. The development does not require substantial rehabilitation, and this is not a new construction or acquisition application. The property has experienced a significant increase in water rates starting in November 2017 of approximately \$2,000 per month. This reduction in NOI eliminated any conventional refinancing opportunities because there is insufficient cash flow to support \$431,000 replacement loan at market interest rates. DMA has met with the City of Llano to request assistance a reduction of water rates alleviate the issue. However, the City of Llano is unwilling to assist in providing commercial water rates or reduced rates for apartment communities.

2/21/19: At TDHCA's request an Accessibility Compliance Review was completed by the PCA Provider. This report indicates there is \$111,775 in accessibility related repairs (\$2,329 per unit). The cost of the repairs has been added to the development cost schedule and the loan request has increased respectively. The higher loan necessitates a 0% interest rate for feasibility purposes.

If a revised form is submitted, date of submission:

**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)
<a href="#">Multifamily Direct Loan: Const. to Perm. (Repayable)</a>	\$ 597,500	0.00%	30	30
<a href="#">Multifamily Direct Loan: Construction Only (Repayable)</a>				
<a href="#">Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</a>		0.00%		
<b>CHDO Operating Expenses Grant</b>				
<a href="#">Housing Tax Credits</a>				
<a href="#">Private Activity Mortgage Revenue</a>				

**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		

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?

Has this site/activity previously received TDHCA funds?

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?

**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:

## 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.

All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

and

- Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

Development 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.

**Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).**

## 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

Legend Oaks is not new construction or reconstruction but meets the minimum unit sizes requirements

**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

All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).

and

Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

Yes

Development 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.

**Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).**



# Development Activities (Continued)

self score 9

## 1. Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]

n/a Development is Rehabilitation and either Supportive Housing or USDA financed **OR** meets the minimum size requirements identified below: Points claimed: 0

Bedroom Size	0	1	2	3	4
Square Footage	550	650	850	1,050	1,250

n/a Specific amenities and quality features will be provided in every Unit at 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: 0

*\* 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 supported 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: 0

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: 0

At least 5 percent of all low-income Units at 30% or less of AMGI\* Direct Loan Points: 0

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)]

3 Total Number of Units at 50% or less of AMGI

6 Number of 30% Units used to score points under §11.9(c)(2)\* **CHECK YOUR MATH!**

0 Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)

-3 Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)

-8.33% Percentage used for calculation of eligible points under §11.9(c)(1)

Mark **only one** box below:

n/a Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or 0

n/a Developments proposed in all other areas. 0

*\* 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: 0

## 4. Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]

Mark **only one** box below:

n/a 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. 0

n/a 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 0

n/a 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 0

n/a At least 5% of all low-income Units at 30% or less of AMGI 0

Points Claimed: 0

## 5. Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]

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 0

All other Developments. 9

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: 9

**6. Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [§11.9(c)(7); §13.6(6)]**

**Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.**

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C). Select **only one** scoring scenario below:

A  Applicant or Affiliate Owns or Controls an **Existing Development** that is included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)


Existing Development Name: \_\_\_\_\_ TDHCA #: \_\_\_\_\_

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. Points Claimed: 0  
OR

B  If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs:  
AND

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. Points Claimed: 0  
OR

C  If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. **MFDL Applications that are not layered with 2018 9% HTC cannot elect to score points under this item.** 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 any source. 

Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant's or Affiliate's lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

Mark **any** of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;

Development only has units available that have existing or proposed 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 available that are restricted for persons with disabilities.  
A Development having a **preference** for Persons with Disabilities or a use restriction for Special Needs Populations **is not a disqualifying factor** for purposes of this scoring item.

Development only has units with an existing or proposed 62 or more age restriction.

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) \_\_\_\_\_

Points Claimed: 0

**Application is seeking points for Tenant Populations.** Points Claimed: \_\_\_\_\_

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)(6)]**

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 or following 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 12/5/2017. 0

## 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 §11.5(3).

#### PART A:

**NOT APPLICABLE**

#### 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 1949 (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, 2018). See §11.5(3)(E) and (F) of the 2018 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
- The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2018), **AND** the mortgage is eligible for prepayment or has been prepaid.

#### PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

- Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code 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 a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
  - Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **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 plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

#### PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
- The Application proposes the same number of restricted units;  
**AND EITHER**

**At-Risk Set-Aside (continued)**

- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; **OR**
- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

**PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:**

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); **AND**
  - No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, **AND**
  - Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

**PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:**

- A copy of the recorded LURA and 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.

**Applications proposing the demolition and Reconstruction of Units will be considered New Construction.**

**2. Existing Development Assistance On Housing Rehabilitation Activities<sup>1</sup>**

**Part A.**

The existing Property is expected to have or continue the following benefit: \_\_\_\_\_

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

\_\_\_\_\_

- A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of funds is: \_\_\_\_\_

The annual amount of funds is: \_\_\_\_\_

The number of units receiving assistance: \_\_\_\_\_

The term of the contract or agreement is (date): \_\_\_\_\_

The expiration of the contract or agreement is (date): \_\_\_\_\_

**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): \_\_\_\_\_

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

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)?

If "Yes", provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?  \_\_\_\_\_

**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner?

If "No", how many buildings are under control by the Development Owner?

When will the remaining buildings be under control?

<sup>1</sup>Per §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.

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

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.

## EXISTING DEVELOPMENT INFORMATION

### 1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

- 0** 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 1949 (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, 2018). See §11.5(3)(E) and (F) of the 2018 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
- The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2018), **AND** the mortgage is eligible for prepayment or has been prepaid.

**PART B: DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:**

- Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code 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 a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **OR**
- Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; **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 plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

**PART C: THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:**

- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
- The Application proposes the same number of restricted units;  
**AND EITHER**

**At-Risk Set-Aside (continued)**

- The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; **OR**
- The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

**PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:**

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); **AND**
  - No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, **AND**
  - Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

**PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:**

- A copy of the recorded LURA and 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.

**Applications proposing the demolition and Reconstruction of Units will be considered New Construction.**

**2. Existing Development Assistance On Housing Rehabilitation Activities<sup>1</sup>**

**Part A.**

The existing Property is expected to have or continue the following benefit: Other

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

Legend Oaks does not have any operating subsidies but will continue to operate under its existing LURA for Low-Income Housing Tax Credits dated 10/31/2002, with a 25 year compliance period and 40 year extended use period. Legend Oaks

A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of funds is: Housing Tax credits

The annual amount of funds is: n/a

The number of units receiving assistance: 48

The term of the contract or agreement is (date): 40 year

The expiration of the contract or agreement is (date): 10/31/2042

**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): N/A

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

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)?

If "Yes", provide the waiver and/or other documentation.

How many buildings will be acquired for the Development? 



**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner?  Yes

If "No", how many buildings are under control by the Development Owner?

When will the remaining buildings be under control?

<sup>1</sup>Per §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.

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
101 Legend Hills Blvd, Llano, TX 78643	Warranty Deed	n/a	48	N/A

Provide the information listed below concerning the acquisition of building(s) for the Development:

- Building(s) acquired or to be acquired from:  Related Party  Unrelated Party
- 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
n/a			

**3. Lead Based Paint (Direct Loan Applications Only)**


Development constructed before January 1, 1978  No

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.

## Occupied 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.


- 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; or
  - The two (2) most recent consecutive annual operating statement summaries; or 
  - 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**
- 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; and
  - A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
  - If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
  - A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).
  - Optional, but only available to developments with no Section 811 PRA or Direct Loan funds. 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.

## Uniform Relocation Act (URA) Applicability for Section 811 PRA and Direct Loan Applications

- Participation in the Section 811 PRA program is by way of the occupied Rehabilitation (including reconstruction or Adaptive Reuse) Development proposed in the Application.
- Participation in the Section 811 PRA program is by way of the New Construction Development proposed in the Application, and includes the demolition of an occupied structure (e.g. single family house or mobile home).
- Application includes a request for Direct Loan funding (except for Supportive Housing and Soft Repayment TCAP-RF only).

(if none of the three boxes above is checked, you may skip the remainder of this section)

Each of the following items, as applicable, is provided behind this tab:

- Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);
- Dated General Information Notice(s) given to current occupants (other than owner occupied structures) including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and 
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

## Relocation Certification for Section 811 PRA and Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of 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 ("URA"), as amended, for the Section 811 PRA program under (49 CFR Part 24); and for Direct Loans under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

Signature of Applicant

Printed Name

N/A; The application does not propose and new construction, renovation, or reconstruction.

Date

## Relocation Certification for Direct Loan Applications

For Direct Loan Applications (except for Supportive Housing and Soft Repayment Funds, which do not have to complete the rest of this section): A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

- The activity involves demolition of existing occupied structures.
- The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). 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 a 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

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

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**

LLANO DMA HOUSING, L.P.  
FINANCIAL STATEMENTS  
For the years ended December 31, 2016 and 2015  
with  
Report of Independent Auditors



**NOVOGRADAC  
& COMPANY** LLP®  
CERTIFIED PUBLIC ACCOUNTANTS

## Report of Independent Auditors

To the Partners of  
Llano DMA Housing, L.P.:

### *Report on the Financial Statements*

We have audited the accompanying financial statements of Llano DMA Housing, L.P., a Texas limited partnership, which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations, changes in partners' capital and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

**NOVOGRADAC & COMPANY LLP**

**P** 512.340.0420  
**F** 512.340.0421  
**W** [www.novoco.com](http://www.novoco.com)

**OFFICE** 11044 Research Boulevard, Suite 400, Building C  
Austin, Texas 78759

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Llano DMA Housing, L.P. as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Novogradac & Company LLP*

Austin, Texas  
April 12, 2017

LLANO DMA HOUSING, L.P.  
BALANCE SHEETS  
December 31, 2016 and 2015

	2016	2015
<b>ASSETS</b>		
Cash and cash equivalents	\$ 29,648	\$ 25,187
Restricted cash	65,665	61,224
Accounts receivable	3,852	1,285
Prepaid expenses	3,904	3,017
Land	86,000	86,000
Fixed assets, net of accumulated depreciation	1,836,255	1,914,361
<b>Total assets</b>	<b>\$ 2,025,324</b>	<b>\$ 2,091,074</b>
<b>LIABILITIES AND PARTNERS' CAPITAL</b>		
<b>Liabilities</b>		
Accounts payable	\$ 1,612	\$ 2,937
Security deposits payable	11,551	9,951
Prepaid rent	2,803	1,053
Accrued interest	2,604	2,652
Accrued asset management fee	5,000	5,000
Accrued expenses	15,340	15,323
Due to related parties	3,601	2,811
TDHCA loan payable	213,186	224,898
Mortgage payable	447,364	454,428
<b>Total liabilities</b>	703,061	719,053
<b>Partners' capital</b>	1,322,263	1,372,021
<b>Total liabilities and partners' capital</b>	<b>\$ 2,025,324</b>	<b>\$ 2,091,074</b>

see accompanying notes

LLANO DMA HOUSING, L.P.  
STATEMENTS OF OPERATIONS  
For the years ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>REVENUE</b>		
Rental revenue	\$ 289,319	\$ 287,695
Other revenue	171	254
	<u>289,490</u>	<u>287,949</u>
<b>OPERATING EXPENSES</b>		
General and administrative	16,557	15,822
Payroll	55,340	56,945
Utilities	61,435	60,958
Taxes and insurance	18,654	18,892
Property management fees	16,888	16,927
Repairs and maintenance	32,977	32,968
Marketing and advertising	635	1,099
Legal and other professional fees	9,750	9,750
	<u>212,236</u>	<u>213,361</u>
Total operating expenses	<u>212,236</u>	<u>213,361</u>
Operating income	77,254	74,588
<b>OTHER INCOME AND (EXPENSES)</b>		
Interest income	38	24
Interest expense	(31,478)	(32,039)
Depreciation	(89,672)	(87,986)
Other partnership expenses	(5,900)	(5,900)
	<u>(127,012)</u>	<u>(125,901)</u>
Net other income and (expenses)	<u>(127,012)</u>	<u>(125,901)</u>
Net loss	<u>\$ (49,758)</u>	<u>\$ (51,313)</u>

see accompanying notes



LLANO DMA HOUSING, L.P.  
 STATEMENT OF CHANGES IN PARTNERS' CAPITAL  
 For the years ended December 31, 2016 and 2015

	General Partner	Limited Partner	Total Partners' Capital
BALANCE, JANUARY 1, 2015	\$ 172,175	\$ 1,263,523	\$ 1,435,698
Capital distributions	(7,095)	(5,269)	(12,364)
Net loss	(5)	(51,308)	(51,313)
BALANCE, DECEMBER 31, 2015	165,075	1,206,946	1,372,021
Net loss	(5)	(49,753)	(49,758)
BALANCE, DECEMBER 31, 2016	<u>\$ 165,070</u>	<u>\$ 1,157,193</u>	<u>\$ 1,322,263</u>

see accompanying notes

LLANO DMA HOUSING, L.P.  
STATEMENTS OF CASH FLOWS  
For the years ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (49,758)	\$ (51,313)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	89,672	87,986
Change in:		
Restricted cash - operating	(2,585)	(6,997)
Accounts receivable	(2,567)	(416)
Prepaid expenses	(887)	881
Accounts payable	(1,325)	(3,107)
Security deposits payable	1,600	(747)
Prepaid rent	1,750	595
Accrued interest	(48)	(46)
Accrued expenses	17	3,581
Net cash provided by operating activities	<u>35,869</u>	<u>30,417</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net deposits to restricted cash - investing	(1,856)	(5,535)
Purchases of fixed assets	(11,566)	(5,871)
Net cash used in investing activities	<u>(13,422)</u>	<u>(11,406)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Advances from related parties	790	1,339
Repayment of TDHCA loan	(11,712)	(11,597)
Repayment of mortgage	(7,064)	(6,621)
Capital distributions	-	(12,364)
Net cash used in investing activities	<u>(17,986)</u>	<u>(29,243)</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	4,461	(10,232)
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<u>25,187</u>	<u>35,419</u>
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<u>\$ 29,648</u>	<u>\$ 25,187</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for interest	<u>\$ 31,526</u>	<u>\$ 32,085</u>

see accompanying notes

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2016 and 2015

1. Organization

Llano DMA Housing, L.P. (the "Partnership") was formed in December 2000 to construct, develop and operate a 48-unit apartment project known as Legend Oaks Apartments (the "Project") in Llano, Texas. The Project is rented to low-income tenants and is operated in a manner necessary to qualify for federal low-income housing tax credits as provided for in Section 42 of the Internal Revenue Code.

The general partner is DMA Community Partners, LLC (the "General Partner"). The limited partner is SunAmerica Housing Fund 919 (the "Limited Partner"). The Partnership will operate until December 31, 2040, or until its dissolution or termination.

Profits, losses, and tax credits are allocated in accordance with the Limited Partnership Agreement, dated December 4, 2000, and amendments thereto (the "Partnership Agreement"). Profits and losses from operations and low-income housing tax credits are allocated 99.99% to the Limited Partner and 0.01% to the General Partner.

Pursuant to the Partnership Agreement, the Limited Partner provided capital contributions to the Partnership totaling \$1,729,868, subject to adjustments based on the amount of low-income housing tax credits allocated to the Partnership in addition to other occurrences as more fully explained in the Partnership Agreement. Additional contributions for legal and excess interest totaled \$61,331. As of December 31, 2016 and 2015, no capital contributions were outstanding.

2. Summary of significant accounting policies and nature of operations

Basis of accounting

The Partnership prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. Advance receipts of revenue are deferred and classified as liabilities until earned.

Cash and cash equivalents

Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

Restricted cash is not considered cash and cash equivalents, and includes cash held with financial institutions for refunds of tenant security deposits, repairs or improvements to the buildings, and annual insurance and property tax payments.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2016 and 2015

2. Summary of significant accounting policies and nature of operations (continued)

Concentration of credit risk

The Partnership maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Partnership has not experienced any losses in such accounts. The Partnership believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts receivable

Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Fixed assets and depreciation

Fixed assets are recorded at cost. Residential rental buildings are depreciated over their estimated useful life of 40 years using the straight-line method. Site improvements are depreciated over 15 years using the straight-line method. Personal property is depreciated over 5 years using the straight-line method.

Fixed assets consisted of the following as of December 31:

	<u>2016</u>	<u>2015</u>
Buildings	\$ 2,781,376	\$ 2,781,376
Site improvements	192,451	191,474
Personal property	141,386	130,797
Less: accumulated depreciation	<u>(1,278,958)</u>	<u>(1,189,286)</u>
Fixed assets, net	<u>\$ 1,836,255</u>	<u>\$ 1,914,361</u>

Impairment of long-lived assets

The Partnership reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If a long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. There were no impairment losses recognized during 2016 or 2015.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2016 and 2015

2. Summary of significant accounting policies and nature of operations (continued)

Income taxes

Income taxes on Partnership income are levied on the partners at the partner level. Accordingly, all profits and losses of the Partnership are recognized by each partner on its respective tax return.

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the Partnership to report information regarding its exposure to various tax positions taken by the Partnership. Management has determined whether any tax positions have met the recognition threshold and has measured the Partnership's exposure to those tax positions. Management believes that the Partnership has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to the Partnership are recorded in operating expenses. No interest or penalties from federal or state tax authorities were recorded in the accompanying financial statements.

Revenue recognition

Rental revenue attributable to residential leases is recorded when due from residents, generally upon the first day of each month. Leases are for periods of up to one year, with rental payments due monthly. Other revenue results from fees earned for late payments, cleaning, damages and laundry facilities and are recorded when earned. Advance receipts of revenue are deferred and classified as liabilities until earned.

Economic concentrations

The Partnership operates one property located in Llano, Texas. Future operations could be affected by changes in economic or other conditions in that geographical area or by changes in federal low-income housing subsidies or the demand for such housing.

Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform to the current year presentation.

Subsequent events

Subsequent events have been evaluated through April 12, 2017, which is the date the financial statements were available to be issued, and there are no subsequent events requiring disclosure.

3. Related party transactions

Asset management fee

Pursuant to the Partnership Agreement, SunAmerica Affordable Housing Partners, Inc., a related party of the Limited Partner, is entitled to an annual asset management fee in the amount of \$5,000, which is included in "Other partnership expenses" on the accompanying statements of operations. As of December 31, 2016 and 2015, asset management fees of \$5,000 were outstanding.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2016 and 2015

3. Related party transactions (continued)

Due to related parties

Periodically, DMA Properties, LLC ("DMA Properties"), a related party of the General Partner, pays for certain operating expenses on behalf of the Partnership. The unsecured advances are non-interest bearing and payable from available cash flow. As of December 31, 2016 and 2015, advances of \$2,230 and \$1,506, respectively, were outstanding and are included in "Due to related parties" on the accompanying balance sheets.

Property management fees

Pursuant to a property management agreement dated June 1, 2005, DMA Properties earns property management fees in the amount of 6% of gross operating revenues. During 2016 and 2015, property management fees of \$16,888 and \$16,927, respectively, were incurred. As of December 31, 2016 and 2015, property management fees of \$1,371 and \$1,305, respectively, were outstanding and are included in "Due to related parties" on the accompanying balance sheets.

Incentive partnership management fee

Pursuant to the Partnership Agreement, the General Partner is entitled to a non-cumulative incentive partnership management fee, payable solely from net cash flows, as defined in the Partnership Agreement. The fee will not exceed \$32,007 per annum. As of December 31, 2016 and 2015, no incentive management fees had been incurred.

4. Restricted cash

Security deposit reserve

Tenant security deposits are placed into an interest-bearing account and are generally held until termination of the leases, at which time some or all deposits may be returned to the lessees. As of December 31, 2016 and 2015, the balances were \$11,912 and \$9,952, respectively.

Replacement reserve

Pursuant to the Partnership Agreement, the Partnership funds a reserve for replacements in the amount of \$200 per unit annually. As of December 31, 2016 and 2015, the balances were \$34,046 and \$32,190, respectively.

Tax and insurance escrows

Monthly deposits are made for the payment of property insurance and taxes. All deposits are pledged as additional security for the property mortgage. As of December 31, 2016 and 2015, the balances were \$19,707 and \$19,082, respectively.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2016 and 2015

5. TDHCA loan payable

In 2002, the Partnership obtained a Housing Trust Fund loan from the Texas Department of Housing and Community Affairs ("TDHCA") in the principal amount of \$350,000. The loan bears interest at 1% and is payable in 348 consecutive monthly payments of principal and interest. The loan is collateralized by the Project and is subordinate to the final permanent mortgage. As of December 31, 2016 and 2015, principal of \$213,186 and \$224,898, respectively, was outstanding. As of December 31, 2016 and 2015, interest of \$181 and \$191, respectively, remained payable and is included in "Accrued interest" on the accompanying balance sheets. During 2016 and 2015, interest expense was \$2,186 and \$2,302, respectively, and is included in "Interest expense" on the accompanying statements of operations.

Future minimum principal payments for each of the next five years and thereafter are as follows:  
Year ending December 31,

2017	\$ 11,828
2018	11,947
2019	12,067
2020	12,188
2021	12,311
Thereafter	<u>152,845</u>
Total	<u>\$ 213,186</u>

6. Mortgage payable

The Partnership obtained permanent financing of \$502,000 for the Project from SA Affordable Housing, LLC. The mortgage payable bears interest at the rate of 6.5% and is amortized over 420 consecutive monthly installments of principal and interest. The mortgage payable matures on September 1, 2018, and is collateralized by the Project. As of December 31, 2016 and 2015, principal of \$447,364 and \$454,428, respectively, was outstanding and interest of \$2,423 and \$2,461, respectively, was accrued and is included in "Accrued interest" on the accompanying balance sheets. During 2016 and 2015, interest expense was \$29,292 and \$29,737, respectively, and is included in "Interest expense" on the accompanying statements of operations.

Future minimum principal payments are as follows:

Year ending December 31,

2017	\$ 7,538
2018	<u>439,826</u>
Total	<u>\$ 447,364</u>

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2016 and 2015

7. Net cash flow

Net cash flow ("NCF"), as defined in the Partnership Agreement, refers to the excess of cash receipts (except from sale or refinancing transactions or capital contributions) over cash expenditures (except for distributions to partners). NCF, where positive, is to be distributed in the following order of priority:

1. To repay any outstanding Excess Limited Partner Loan Amount (as defined in the Partnership Agreement);
2. To repay any remaining Limited Partner Loans and General Partner Loans pro rata based on their respective outstanding balances;
3. If there is any outstanding development fee payable, until such development fee payable has been paid in full, Net Cash Flow shall be distributed in the following percentages:
  - i. 80% to the payment of development fee payable;
  - ii. 20% to the Limited Partner as a distribution;
4. If there are any outstanding Operating Deficit Loans, until such Operating Deficit Loans have been paid in full, Net Cash Flow shall be distributed in the following percentages:
  - i. The NCF Percentage, as defined in the Partnership Agreement as 50%, to the payment of the outstanding Operating Deficit Loans;
  - ii. 50% to be distributed among the Partners, pro-rata, in accordance with their percentage interests;
5. Based on the General Partner's capital account balance, NCF will be distributed as follows:
  - a. If the General Partner's capital account is less than or equal to zero, then until the General Partner has received payments of the Incentive Partnership Management Fee equal to the maximum amount for the preceding fiscal year, NCF shall be distributed in the following percentages:
    - i. The NCF Percentage to the General Partner as payment of the Incentive Partnership Management Fee;
    - ii. 50% distributed among the Partners, pro rata, in accordance with their percentage interests.
  - b. If the General Partner's capital account is greater than zero, then until the General Partner's capital account equals zero, NCF will be distributed in the following percentages:
    - i. The NCF Percentage to the General Partner as a distribution;
    - ii. 50% distributed among the Partners, pro rata, in accordance with their percentage interests;
6. Thereafter, to the Partners, pro rata in accordance with their percentage interests.



LLANO DMA HOUSING, L.P.  
 NOTES TO FINANCIAL STATEMENTS  
 December 31, 2016 and 2015

8. Book to tax differences

A reconciliation of financial statement net loss to tax return net loss of the Partnership for the years ended December 31, 2016 and 2015 is as follows:

	<u>2016</u>	<u>2015</u>
Financial statement net loss	\$ (49,758)	\$ (51,313)
Adjustments:		
Prepaid rent	1,750	595
Accumulated depreciation	<u>(30,152)</u>	<u>(31,891)</u>
Tax return net loss	<u>\$ (78,160)</u>	<u>\$ (82,609)</u>

9. Low-income housing tax credits

The Partnership expects to generate an aggregate of \$2,160,439 of federal low-income housing tax credits ("Tax Credits"). Generally, such credits become available for use by its partners pro-rata over a ten-year period, which began in 2003. The year in which the credit period begins is determined on a building-by-building basis within the Partnership. In order to qualify for these credits, the Project must comply with various federal and state requirements. These requirements include, but are not limited to, renting to low-income tenants at rental rates which do not exceed specified percentages of area median gross income for the first 15 years of operation. The Partnership has also agreed to maintain and operate the Project as low-income housing for an additional 15 years beyond the initial 25 year compliance period. Because the Tax Credits are subject to compliance with certain requirements, there can be no assurance that the aggregate amount of Tax Credits will be realized and failure to meet all such requirements or to correct noncompliance within a specified time period may result in generating a lesser amount of Tax Credits than expected in future years, and/or recapture of Tax Credits previously allocated. A reduction of future credits or recapture would require credit deficit payments to the Limited Partner under the terms of the Partnership Agreement.

As of December 31, 2016 and 2015, the cumulative amount of Tax Credits allocated to the Partnership was \$2,055,187 and \$2,010,816, respectively.

The Partnership anticipates generating additional Tax Credits in future years as follows:

Year ending December 31,

2017	\$ 44,371
2018	44,371
2019	<u>16,510</u>
Total	<u>\$ 105,252</u>

**LLANO DMA HOUSING, L.P.**  
**FINANCIAL STATEMENTS**  
**For the years ended December 31, 2017 and 2016**  
**with**  
**Report of Independent Auditors**



**NOVOGRADAC  
& COMPANY** LLP®  
CERTIFIED PUBLIC ACCOUNTANTS

## Report of Independent Auditors

To the Partners of  
Llano DMA Housing, L.P.:

### *Report on the Financial Statements*

We have audited the accompanying financial statements of Llano DMA Housing, L.P., a Texas limited partnership, which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of operations, changes in partners' capital and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Llano DMA Housing, L.P. as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Novogradac & Company LLP*

Austin, Texas  
March 26, 2018

LLANO DMA HOUSING, L.P.  
BALANCE SHEETS  
December 31, 2017 and 2016

	2017	2016
<b>ASSETS</b>		
Cash and cash equivalents	\$ 47,750	\$ 29,648
Restricted cash	88,330	65,665
Accounts receivable	1,094	3,852
Prepaid expenses	2,922	3,904
Land	86,000	86,000
Fixed assets, net of accumulated depreciation	1,760,106	1,836,255
<b>Total assets</b>	<b>\$ 1,986,202</b>	<b>\$ 2,025,324</b>
 <b>LIABILITIES AND PARTNERS' CAPITAL</b>		
<b>Liabilities</b>		
Accounts payable	\$ 4,247	\$ 1,612
Security deposits payable	10,650	11,551
Prepaid rent	1,790	2,803
Accrued interest	2,553	2,604
Accrued asset management fee	5,000	5,000
Accrued expenses	14,032	15,340
Due to related parties	2,510	3,601
TDHCA loan payable	201,354	213,186
Mortgage payable	439,826	447,364
<b>Total liabilities</b>	681,962	703,061
<b>Partners' capital</b>	<b>1,304,240</b>	<b>1,322,263</b>
<b>Total liabilities and partners' capital</b>	<b>\$ 1,986,202</b>	<b>\$ 2,025,324</b>

see accompanying notes

LLANO DMA HOUSING, L.P.  
STATEMENTS OF OPERATIONS  
For the years ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
<b>REVENUE</b>		
Rental revenue	\$ 300,481	\$ 289,319
Other revenue	133	171
	<u>300,614</u>	<u>289,490</u>
<b>OPERATING EXPENSES</b>		
General and administrative	15,899	16,557
Payroll	46,481	55,340
Utilities	69,827	61,435
Taxes and insurance	19,998	18,654
Property management fees	18,071	16,888
Repairs and maintenance	34,501	32,977
Marketing and advertising	835	635
Legal and other professional fees	9,938	9,750
	<u>215,550</u>	<u>212,236</u>
Operating income	85,064	77,254
<b>OTHER INCOME AND (EXPENSES)</b>		
Interest income	44	38
Gain from insurance claim	22,703	-
Interest expense	(30,884)	(31,478)
Depreciation	(89,050)	(89,672)
Other partnership expenses	(5,900)	(5,900)
	<u>(103,087)</u>	<u>(127,012)</u>
Net other income and (expenses)	(103,087)	(127,012)
Net loss	<u>\$ (18,023)</u>	<u>\$ (49,758)</u>

see accompanying notes

LLANO DMA HOUSING, L.P.  
 STATEMENT OF CHANGES IN PARTNERS' CAPITAL  
 For the years ended December 31, 2017 and 2016

	<u>General Partner</u>	<u>Limited Partner</u>	<u>Total Partners' Capital</u>
BALANCE, JANUARY 1, 2016	\$ 165,075	\$ 1,206,946	\$ 1,372,021
Net loss	<u>(5)</u>	<u>(49,753)</u>	<u>(49,758)</u>
BALANCE, DECEMBER 31, 2016	165,070	1,157,193	1,322,263
Net loss	<u>(2)</u>	<u>(18,021)</u>	<u>(18,023)</u>
BALANCE, DECEMBER 31, 2017	<u>\$ 165,068</u>	<u>\$ 1,139,172</u>	<u>\$ 1,304,240</u>

see accompanying notes

LLANO DMA HOUSING, L.P.  
STATEMENTS OF CASH FLOWS  
For the years ended December 31, 2017 and 2016

	2017	2016
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (18,023)	\$ (49,758)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Gain from insurance claim	(22,703)	-
Depreciation	89,050	89,672
Change in:		
Restricted cash - operating	(8,245)	(2,585)
Accounts receivable	2,758	(2,567)
Prepaid expenses	982	(887)
Accounts payable	2,635	(1,325)
Security deposits payable	(901)	1,600
Prepaid rent	(1,013)	1,750
Accrued interest	(51)	(48)
Accrued expenses	(1,308)	17
Net cash provided by operating activities	43,181	35,869
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net withdrawals from restricted cash - investing	(14,420)	(1,856)
Purchases of fixed assets	9,802	(11,566)
Net cash used in investing activities	(4,618)	(13,422)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Advances from (repayment to) related parties	(1,091)	790
Repayment of TDHCA loan	(11,832)	(11,712)
Repayment of mortgage	(7,538)	(7,064)
Net cash used in investing activities	(20,461)	(17,986)
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	18,102	4,461
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	29,648	25,187
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	\$ 47,750	\$ 29,648
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid for interest	\$ 30,935	\$ 31,526

see accompanying notes



LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

1. Organization

Llano DMA Housing, L.P. (the "Partnership") was formed in December 2000 to construct, develop and operate a 48-unit apartment project known as Legend Oaks Apartments (the "Project") in Llano, Texas. The Project is rented to low-income tenants and is operated in a manner necessary to qualify for federal low-income housing tax credits as provided for in Section 42 of the Internal Revenue Code.

The general partner is DMA Community Partners, LLC (the "General Partner"). The limited partner is SunAmerica Housing Fund 919 (the "Limited Partner"). The Partnership will operate until December 31, 2040, or until its dissolution or termination.

Profits, losses, and tax credits are allocated in accordance with the Limited Partnership Agreement, dated December 4, 2000, and amendments thereto (the "Partnership Agreement"). Profits and losses from operations and low-income housing tax credits are allocated 99.99% to the Limited Partner and 0.01% to the General Partner.

Pursuant to the Partnership Agreement, the Limited Partner provided capital contributions to the Partnership totaling \$1,729,868, subject to adjustments based on the amount of low-income housing tax credits allocated to the Partnership in addition to other occurrences as more fully explained in the Partnership Agreement. Additional contributions for legal and excess interest totaled \$61,331. As of December 31, 2017 and 2016, no capital contributions were outstanding.

2. Summary of significant accounting policies and nature of operations

Basis of accounting

The Partnership prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Going concern

The Partnership's mortgage payable matures on September 1, 2018, at which point the entire mortgage payable, including accrued interest is due and payable. The Partnership has an application under review under Freddie Mac's TAH Express program to provide the Partnership with financing to repay the mortgage payable within the next 60 days. If unforeseen complications occur, the Partnership will seek alternative debt refinancing. The refinanced loan will provide necessary funding required for the Partnership to operate through March 15, 2019.

Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. Advance receipts of revenue are deferred and classified as liabilities until earned.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

2. Summary of significant accounting policies and nature of operations (continued)

Cash and cash equivalents

Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

Restricted cash is not considered cash and cash equivalents, and includes cash held with financial institutions for refunds of tenant security deposits, repairs or improvements to the buildings, and annual insurance and property tax payments.

Concentration of credit risk

The Partnership maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Partnership has not experienced any losses in such accounts. The Partnership believes it is not exposed to any significant credit risk on cash and cash equivalents.

Accounts receivable

Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Fixed assets and depreciation

Fixed assets are recorded at cost. Residential rental buildings are depreciated over their estimated useful life of 40 years using the straight-line method. Site improvements are depreciated over 15 years using the straight-line method. Personal property is depreciated over 5 years using the straight-line method.

Fixed assets consisted of the following as of December 31:

	<u>2017</u>	<u>2016</u>
Buildings	\$ 2,781,376	\$ 2,781,376
Site improvements	28,651	192,451
Personal property	49,705	141,386
Less: accumulated depreciation	<u>(1,099,626)</u>	<u>(1,278,958)</u>
Fixed assets, net	<u>\$ 1,760,106</u>	<u>\$ 1,836,255</u>

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

2. Summary of significant accounting policies and nature of operations (continued)

Impairment of long-lived assets

The Partnership reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If a long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. There were no impairment losses recognized during 2017 or 2016.

Income taxes

Income taxes on Partnership income are levied on the partners at the partner level. Accordingly, all profits and losses of the Partnership are recognized by each partner on its respective tax return.

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the Partnership to report information regarding its exposure to various tax positions taken by the Partnership. Management has determined whether any tax positions have met the recognition threshold and has measured the Partnership's exposure to those tax positions. Management believes that the Partnership has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to the Partnership are recorded in operating expenses. No interest or penalties from federal or state tax authorities were recorded in the accompanying financial statements.

Revenue recognition

Rental revenue attributable to residential leases is recorded when due from residents, generally upon the first day of each month. Leases are for periods of up to one year, with rental payments due monthly. Other revenue results from fees earned for late payments, cleaning, damages and laundry facilities and are recorded when earned. Advance receipts of revenue are deferred and classified as liabilities until earned.

Economic concentrations

The Partnership operates one property located in Llano, Texas. Future operations could be affected by changes in economic or other conditions in that geographical area or by changes in federal low-income housing subsidies or the demand for such housing.

Subsequent events

Subsequent events have been evaluated through March 26, 2018, which is the date the financial statements were available to be issued, and there are no subsequent events requiring disclosure.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

3. Related party transactions

Asset management fee

Pursuant to the Partnership Agreement, SunAmerica Affordable Housing Partners, Inc., a related party of the Limited Partner, is entitled to an annual asset management fee in the amount of \$5,000, which is included in "Other partnership expenses" on the accompanying statements of operations. The fee is paid from operations and due 90 days after the close of each fiscal year with respect to the fee earned for such fiscal year. As of December 31, 2017 and 2016, asset management fees of \$5,000 were outstanding.

Due to related parties

Periodically, DMA Properties, LLC ("DMA Properties"), a related party of the General Partner, pays for certain operating expenses on behalf of the Partnership. The unsecured advances are non-interest bearing and payable from available cash flow. As of December 31, 2017 and 2016, advances of \$862 and \$2,230, respectively, were outstanding and are included in "Due to related parties" on the accompanying balance sheets.

Property management fees

Pursuant to a property management agreement dated June 1, 2005, DMA Properties earns property management fees in the amount of 6% of gross operating revenues. During 2017 and 2016, property management fees of \$18,071 and \$16,888, respectively, were incurred. As of December 31, 2017 and 2016, property management fees of \$1,648 and \$1,371, respectively, were outstanding and are included in "Due to related parties" on the accompanying balance sheets.

Incentive partnership management fee

Pursuant to the Partnership Agreement, the General Partner is entitled to a non-cumulative incentive partnership management fee, payable solely from net cash flows, as defined in the Partnership Agreement. The fee will not exceed \$32,007 per annum. As of December 31, 2017 and 2016, no incentive management fees had been incurred.

4. Restricted cash

Security deposit reserve

Tenant security deposits are placed into an interest-bearing account and are generally held until termination of the leases, at which time some or all deposits may be returned to the lessees. As of December 31, 2017 and 2016, the balances were \$11,924 and \$11,912, respectively.

Replacement reserve

Pursuant to the Partnership Agreement, the Partnership funds a reserve for replacements in the amount of \$200 per unit annually. As of December 31, 2017 and 2016, the balances were \$48,466 and \$34,046, respectively.

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

4. Restricted cash (continued)

Tax and insurance escrows

Monthly deposits are made for the payment of property insurance and taxes. All deposits are pledged as additional security for the property mortgage. As of December 31, 2017 and 2016, the balances were \$27,940 and \$19,707, respectively.

5. TDHCA loan payable

In 2002, the Partnership obtained a Housing Trust Fund loan from the Texas Department of Housing and Community Affairs ("TDHCA") in the principal amount of \$350,000. The loan bears interest at 1% and is payable in 348 consecutive monthly payments of principal and interest. The loan is collateralized by the Project and is subordinate to the final permanent mortgage. As of December 31, 2017 and 2016, principal of \$201,354 and \$213,186, respectively, was outstanding. As of December 31, 2017 and 2016, interest of \$171 and \$181, respectively, remained payable and is included in "Accrued interest" on the accompanying balance sheets. During 2017 and 2016, interest expense was \$2,068 and \$2,186, respectively, and is included in "Interest expense" on the accompanying statements of operations.

Future minimum principal payments for each of the next five years and thereafter are as follows:

Year ending December 31,

2018	\$ 11,947
2019	12,067
2020	12,188
2021	12,311
2022	12,434
Thereafter	<u>140,407</u>
Total	<u>\$ 201,354</u>

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

6. Mortgage payable

The Partnership obtained permanent financing of \$502,000 for the Project from SA Affordable Housing, LLC. The mortgage payable bears interest at the rate of 6.5% and is amortized over 420 consecutive monthly installments of principal and interest. The mortgage payable matures on September 1, 2018, and is collateralized by the Project. As of December 31, 2017 and 2016, principal of \$439,826 and \$447,364, respectively, was outstanding and interest of \$2,382 and \$2,423, respectively, was accrued and is included in "Accrued interest" on the accompanying balance sheets. During 2017 and 2016, interest expense was \$28,816 and \$29,292, respectively, and is included in "Interest expense" on the accompanying statements of operations.

Future minimum principal payment are as follows:

Year ending December 31, 2018      \$ 439,826

7. Net cash flow

Net cash flow ("NCF"), as defined in the Partnership Agreement, refers to the excess of cash receipts (except from sale or refinancing transactions or capital contributions) over cash expenditures (except for distributions to partners). NCF, where positive, is to be distributed in the following order of priority:

1. To repay any outstanding Excess Limited Partner Loan Amount (as defined in the Partnership Agreement);
2. To repay any remaining Limited Partner Loans and General Partner Loans pro rata based on their respective outstanding balances;
3. If there is any outstanding development fee payable, until such development fee payable has been paid in full, Net Cash Flow shall be distributed in the following percentages:
  - i. 80% to the payment of development fee payable;
  - ii. 20% to the Limited Partner as a distribution;
4. If there are any outstanding Operating Deficit Loans, until such Operating Deficit Loans have been paid in full, Net Cash Flow shall be distributed in the following percentages:
  - i. The NCF Percentage, as defined in the Partnership Agreement as 50%, to the payment of the outstanding Operating Deficit Loans;
  - ii. 50% to be distributed among the Partners, pro-rata, in accordance with their percentage interests;

LLANO DMA HOUSING, L.P.  
 NOTES TO FINANCIAL STATEMENTS  
 December 31, 2017 and 2016

7. Net cash flow (continue)

5. Based on the General Partner's capital account balance, NCF will be distributed as follows:
- a. If the General Partner's capital account is less than or equal to zero, then until the General Partner has received payments of the Incentive Partnership Management Fee equal to the maximum amount for the preceding fiscal year, NCF shall be distributed in the following percentages:
    - i. The NCF Percentage to the General Partner as payment of the Incentive Partnership Management Fee;
    - ii. 50% distributed among the Partners, pro rata, in accordance with their percentage interests.
  - b. If the General Partner's capital account is greater than zero, then until the General Partner's capital account equals zero, NCF will be distributed in the following percentages:
    - i. The NCF Percentage to the General Partner as a distribution;
    - ii. 50% distributed among the Partners, pro rata, in accordance with their percentage interests;
6. Thereafter, to the Partners, pro rata in accordance with their percentage interests.

8. Book to tax differences

A reconciliation of financial statement net loss to tax return net loss of the Partnership for the years ended December 31, 2017 and 2016 is as follows:

	<u>2017</u>	<u>2016</u>
Financial statement net loss	\$ (18,023)	\$ (49,758)
Adjustments:		
Prepaid rent	(1,013)	1,750
Accumulated depreciation	<u>(27,745)</u>	<u>(30,152)</u>
Tax return net loss	<u>\$ (46,781)</u>	<u>\$ (78,160)</u>

LLANO DMA HOUSING, L.P.  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017 and 2016

9. Low-income housing tax credits

The Partnership expects to generate an aggregate of \$2,160,439 of federal low-income housing tax credits ("Tax Credits"). Generally, such credits become available for use by its partners pro-rata over a ten-year period, which began in 2003. The year in which the credit period begins is determined on a building-by-building basis within the Partnership. In order to qualify for these credits, the Project must comply with various federal and state requirements. These requirements include, but are not limited to, renting to low-income tenants at rental rates which do not exceed specified percentages of area median gross income for the first 15 years of operation. The Partnership has also agreed to maintain and operate the Project as low-income housing for an additional 15 years beyond the initial 25 year compliance period. Because the Tax Credits are subject to compliance with certain requirements, there can be no assurance that the aggregate amount of Tax Credits will be realized and failure to meet all such requirements or to correct noncompliance within a specified time period may result in generating a lesser amount of Tax Credits than expected in future years, and/or recapture of Tax Credits previously allocated. A reduction of future credits or recapture would require credit deficit payments to the Limited Partner under the terms of the Partnership Agreement.

As of December 31, 2017 and 2016, the cumulative amount of Tax Credits allocated to the Partnership was \$2,099,558 and \$2,055,187, respectively.

The Partnership anticipates generating additional Tax Credits in future years as follows:

Year ending December 31,

2018	\$ 44,371
2019	<u>16,510</u>
Total	<u>\$ 60,881</u>



Llano DMA Housing, L.P. dba Legend Oaks  
**Profit & Loss**

October 2017 through September 2018

	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4000 · RENTAL INCOME</b>					
4025 · GROSS SCHEDULED RENT	32,691.00	32,895.00	32,895.00	32,895.00	32,895.00
4050 · VACANCY LOSS	0.00	-308.00	-800.00	-361.00	-424.00
<b>4100 · DISCOUNTS</b>					
4110 · CONCESSIONS	-154.46	-50.00	-157.13	-100.00	0.00
4115 · LOSS TO LEASE	-6,917.96	-7,107.41	-7,091.41	-7,156.41	-7,032.41
<b>Total 4100 · DISCOUNTS</b>	<b>-7,072.42</b>	<b>-7,157.41</b>	<b>-7,248.54</b>	<b>-7,256.41</b>	<b>-7,032.41</b>
<b>Total 4000 · RENTAL INCOME</b>	<b>25,618.58</b>	<b>25,429.59</b>	<b>24,846.46</b>	<b>25,277.59</b>	<b>25,438.59</b>
<b>4300 · OTHER INCOME</b>					
4310 · APPLICATIONS FEES	52.00	0.00	0.00	0.00	33.00
4340 · LATE FEES/NSF FEES	0.00	85.00	-81.00	0.00	0.00
4370 · TERMINATED RESIDENT INCOME	0.00	0.00	0.00	0.00	0.00
<b>Total 4300 · OTHER INCOME</b>	<b>52.00</b>	<b>85.00</b>	<b>-81.00</b>	<b>0.00</b>	<b>33.00</b>
<b>Total Income</b>	<b>25,670.58</b>	<b>25,514.59</b>	<b>24,765.46</b>	<b>25,277.59</b>	<b>25,471.59</b>
<b>Gross Profit</b>	<b>25,670.58</b>	<b>25,514.59</b>	<b>24,765.46</b>	<b>25,277.59</b>	<b>25,471.59</b>
<b>Expense</b>					
<b>5100 · REPAIRS &amp; MAINTENANCE</b>					
5110 · PLUMBING	137.39	233.11	49.71	391.39	65.85
5115 · HEATING/AC	477.69	62.33	-91.20	109.06	109.99
5120 · ELECTRICAL REPAIRS/SUPPLIES	193.05	78.45	116.40	290.85	26.54
5125 · BUILDING REPAIRS/SUPPLIES	0.00	13.50	35.47	36.36	161.80
5130 · APPLIANCES REPAIRS/SUPPLIES	94.41	0.00	43.23	52.77	32.00
5135 · CARPET/WINDOW COVERINGS	83.11	59.22	328.51	-122.61	62.13
5140 · PAINTING	0.00	59.46	139.94	37.92	0.00
5145 · APARTMENT CLEANING/JANITORIAL	36.35	122.36	100.00	249.27	51.57
<b>Total 5100 · REPAIRS &amp; MAINTENANCE</b>	<b>1,022.00</b>	<b>628.43</b>	<b>722.06</b>	<b>1,045.01</b>	<b>509.88</b>
<b>5200 · MONTHLY SERVICE</b>					
5210 · PEST CONTROL	129.90	129.90	129.90	129.90	129.90
5215 · LANDSCAPE MAINTENANCE	1,299.00	1,299.00	1,299.00	1,299.00	1,299.00
<b>Total 5200 · MONTHLY SERVICE</b>	<b>1,428.90</b>	<b>1,428.90</b>	<b>1,428.90</b>	<b>1,428.90</b>	<b>1,428.90</b>
<b>5300 · UTILITIES</b>					
5310 · WATER	3,504.19	5,710.16	7,727.38	5,072.75	5,519.16
5315 · ELECTRICITY	732.25	702.88	1,039.32	1,214.14	882.69
5320 · VACANT ELECTRIC	72.22	116.54	213.21	179.08	74.27
5325 · TRASH REMOVAL	611.16	611.16	633.75	611.16	723.74
5330 · TELEPHONE/PAGERS	198.53	198.40	200.31	198.35	198.31
5335 · CABLE ISP	79.10	79.10	79.10	79.10	79.10
<b>Total 5300 · UTILITIES</b>	<b>5,197.45</b>	<b>7,418.24</b>	<b>9,893.07</b>	<b>7,354.58</b>	<b>7,477.27</b>
<b>5500 · GENERAL &amp; ADMINISTRATIVE</b>					
5415 · ADVERTISING	335.00	40.00	40.00	0.00	0.00
5510 · OFFICE SUPPLIES	2.16	0.00	112.34	286.68	169.04
5520 · RESIDENT SERVICES	837.19	600.00	1,011.22	600.00	807.21
5525 · ACCOUNTING	812.50	812.50	812.50	812.50	812.50
5530 · APPLICATION CHECKS	0.00	0.00	0.00	16.92	50.76

Llano DMA Housing, L.P. dba Legend Oaks  
**Profit & Loss**

October 2017 through September 2018

	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18
5535 · DUES/PROFESSIONAL ASSN EXPENSES	203.90	365.14	290.75	472.21	250.00
5540 · EVICTION FEES	0.00	0.00	142.80	0.00	0.00
5545 · ON SITE TRAVEL AND COURIER	0.00	0.00	42.21	14.88	405.81
5565 · BANK FEES	111.69	44.34	119.48	70.11	71.20
5570 · BAD DEBT	0.00	0.00	348.44	604.00	0.00
5575 · COMPLIANCE FEES	75.00	75.00	75.00	75.00	75.00
5580 · ANSWERING SERVICE	57.34	60.34	60.34	64.51	59.51
<b>Total 5500 · GENERAL &amp; ADMINISTRATIVE</b>	<b>2,434.78</b>	<b>1,997.32</b>	<b>3,055.08</b>	<b>3,016.81</b>	<b>2,701.03</b>
5549 · PAYROLL					
5550 · ON SITE PAYROLL	2,917.36	4,050.58	4,939.78	3,892.86	3,387.13
<b>Total 5549 · PAYROLL</b>	<b>2,917.36</b>	<b>4,050.58</b>	<b>4,939.78</b>	<b>3,892.86</b>	<b>3,387.13</b>
5560 · PROPERTY MANAGEMENT FEES	1,550.59	1,395.70	1,648.29	1,438.00	1,539.72
5600 · TAXES & INSURANCE					
5610 · PROPERTY TAXES	944.99	944.99	945.00	669.14	669.14
5615 · INSURANCE	983.03	983.03	983.04	983.03	983.03
<b>Total 5600 · TAXES &amp; INSURANCE</b>	<b>1,928.02</b>	<b>1,928.02</b>	<b>1,928.04</b>	<b>1,652.17</b>	<b>1,652.17</b>
<b>Total Expense</b>	<b>16,479.10</b>	<b>18,847.19</b>	<b>23,615.22</b>	<b>19,828.33</b>	<b>18,696.10</b>
<b>Net Ordinary Income</b>	<b>9,191.48</b>	<b>6,667.40</b>	<b>1,150.24</b>	<b>5,449.26</b>	<b>6,775.49</b>
<b>Other Income/Expense</b>					
Other Income					
5900 · MISC NON OPERATING INCOME					
5925 · INTEREST INCOME-REPL RESERVE	5.40	0.00	5.85	0.00	0.00
5930 · INTEREST INCOME-SEC DEPOSITS	1.01	0.98	1.01	1.01	2.74
5937 · INTEREST INCOME-SURPLUS	1.77	1.86	1.92	1.92	5.22
<b>Total 5900 · MISC NON OPERATING INCOME</b>	<b>8.18</b>	<b>2.84</b>	<b>8.78</b>	<b>2.93</b>	<b>7.96</b>
<b>Total Other Income</b>	<b>8.18</b>	<b>2.84</b>	<b>8.78</b>	<b>2.93</b>	<b>7.96</b>
Other Expense					
6100 · DEBT SERVICE					
6110 · INTEREST EXPENSE-PERM LOAN	2,389.38	2,385.90	2,382.39	2,378.87	2,375.33
6112 · INTEREST-TDHCA LOAN	172.69	332.62	4.70	170.17	152.95
<b>Total 6100 · DEBT SERVICE</b>	<b>2,562.07</b>	<b>2,718.52</b>	<b>2,387.09</b>	<b>2,549.04</b>	<b>2,528.28</b>
6000 · NON OPERATING EXPENSES					
6005 · PARTNERSHIP EXPENSE	0.00	0.00	0.00	0.00	0.00
6015 · ASSET MANAGEMENT FEES	416.67	416.67	416.63	416.67	416.67
6050 · CAPITAL EXPENDITURES					
6050.1 · APPLIANCES	220.94	-7,600.80	0.00	0.00	0.00
6050.2 · HVAC	0.00	0.00	0.00	0.00	0.00
6050.10 · PAINT	0.00	0.00	0.00	0.00	0.00
6050.11 · PARKING LOT	0.00	0.00	0.00	0.00	0.00
6050.12 · CARPET REPLACEMENT	0.00	-5,299.25	0.00	0.00	0.00
<b>Total 6050 · CAPITAL EXPENDITURES</b>	<b>220.94</b>	<b>-12,900.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total 6000 · NON OPERATING EXPENSES</b>	<b>637.61</b>	<b>-12,483.38</b>	<b>416.63</b>	<b>416.67</b>	<b>416.67</b>
6200 · DEPRECIATION AND AMORTIZATION					
6210 · DEPRECIATION EXPENSE	6,693.05	1,693.83	15,870.60	6,912.16	6,243.29
<b>Total 6200 · DEPRECIATION AND AMORTIZATION</b>	<b>6,693.05</b>	<b>1,693.83</b>	<b>15,870.60</b>	<b>6,912.16</b>	<b>6,243.29</b>

# Llano DMA Housing, L.P. dba Legend Oaks

## Profit & Loss

October 2017 through September 2018

	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18
Total Other Expense	9,892.73	-8,071.03	18,674.32	9,877.87	9,188.24
Net Other Income	-9,884.55	8,073.87	-18,665.54	-9,874.94	-9,180.28
Net Income	<b>-693.07</b>	<b>14,741.27</b>	<b>-17,515.30</b>	<b>-4,425.68</b>	<b>-2,404.79</b>

Llano DMA Housing, L.P. dba Legend Oaks  
**Profit & Loss**

October 2017 through September 2018

	Mar 18	Apr 18	May 18	Jun 18	Jul 18
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4000 · RENTAL INCOME</b>					
4025 · GROSS SCHEDULED RENT	32,895.00	32,895.00	32,895.00	33,183.00	33,183.00
4050 · VACANCY LOSS	-1,150.00	-1,048.00	-1,949.00	10.00	-650.00
<b>4100 · DISCOUNTS</b>					
4110 · CONCESSIONS	0.00	0.00	0.00	0.00	0.00
4115 · LOSS TO LEASE	-6,840.41	-6,955.41	-6,716.41	-7,762.41	-6,822.41
<b>Total 4100 · DISCOUNTS</b>	<b>-6,840.41</b>	<b>-6,955.41</b>	<b>-6,716.41</b>	<b>-7,762.41</b>	<b>-6,822.41</b>
<b>Total 4000 · RENTAL INCOME</b>	<b>24,904.59</b>	<b>24,891.59</b>	<b>24,229.59</b>	<b>25,430.59</b>	<b>25,710.59</b>
<b>4300 · OTHER INCOME</b>					
4310 · APPLICATIONS FEES	0.00	19.00	0.00	0.00	19.00
4340 · LATE FEES/NSF FEES	0.00	0.00	0.00	7.00	0.00
4370 · TERMINATED RESIDENT INCOME	0.00	80.00	0.00	0.00	350.00
<b>Total 4300 · OTHER INCOME</b>	<b>0.00</b>	<b>99.00</b>	<b>0.00</b>	<b>7.00</b>	<b>369.00</b>
<b>Total Income</b>	<b>24,904.59</b>	<b>24,990.59</b>	<b>24,229.59</b>	<b>25,437.59</b>	<b>26,079.59</b>
<b>Gross Profit</b>	<b>24,904.59</b>	<b>24,990.59</b>	<b>24,229.59</b>	<b>25,437.59</b>	<b>26,079.59</b>
<b>Expense</b>					
<b>5100 · REPAIRS &amp; MAINTENANCE</b>					
5110 · PLUMBING	108.14	71.52	795.52	303.95	-68.31
5115 · HEATING/AC	0.00	138.90	68.11	446.62	381.89
5120 · ELECTRICAL REPAIRS/SUPPLIES	244.70	87.29	456.94	651.24	86.14
5125 · BUILDING REPAIRS/SUPPLIES	0.00	16.96	137.93	136.37	96.93
5130 · APPLIANCES REPAIRS/SUPPLIES	19.69	45.82	54.64	18.82	0.00
5135 · CARPET/WINDOW COVERINGS	296.13	16.99	523.83	-7.99	196.58
5140 · PAINTING	365.34	65.50	0.00	0.00	116.32
5145 · APARTMENT CLEANING/JANITORIAL	-41.75	294.80	435.86	0.00	0.00
<b>Total 5100 · REPAIRS &amp; MAINTENANCE</b>	<b>992.25</b>	<b>737.78</b>	<b>2,472.83</b>	<b>1,549.01</b>	<b>809.55</b>
<b>5200 · MONTHLY SERVICE</b>					
5210 · PEST CONTROL	129.90	129.90	129.90	162.38	129.90
5215 · LANDSCAPE MAINTENANCE	1,499.00	1,299.00	1,783.62	1,575.74	1,299.00
<b>Total 5200 · MONTHLY SERVICE</b>	<b>1,628.90</b>	<b>1,428.90</b>	<b>1,913.52</b>	<b>1,738.12</b>	<b>1,428.90</b>
<b>5300 · UTILITIES</b>					
5310 · WATER	6,496.68	4,923.36	6,152.94	5,543.84	5,086.57
5315 · ELECTRICITY	802.29	701.27	773.02	823.05	864.23
5320 · VACANT ELECTRIC	34.34	95.48	63.63	74.03	95.14
5325 · TRASH REMOVAL	554.87	611.16	611.16	792.84	520.32
5330 · TELEPHONE/PAGERS	199.87	254.69	232.23	235.01	232.23
5335 · CABLE ISP	79.10	79.10	79.10	79.10	79.10
<b>Total 5300 · UTILITIES</b>	<b>8,167.15</b>	<b>6,665.06</b>	<b>7,912.08</b>	<b>7,547.87</b>	<b>6,877.59</b>
<b>5500 · GENERAL &amp; ADMINISTRATIVE</b>					
5415 · ADVERTISING	87.30	50.00	495.00	40.00	50.00
5510 · OFFICE SUPPLIES	7.34	174.84	6.48	307.00	153.00
5520 · RESIDENT SERVICES	600.00	794.88	600.00	701.81	743.51
5525 · ACCOUNTING	812.50	812.50	812.50	812.50	812.50
5530 · APPLICATION CHECKS	16.92	33.84	16.92	0.00	16.92

Llano DMA Housing, L.P. dba Legend Oaks  
**Profit & Loss**

October 2017 through September 2018

	Mar 18	Apr 18	May 18	Jun 18	Jul 18
5535 · DUES/PROFESSIONAL ASSN EXPENSES	650.61	195.90	197.07	389.35	279.15
5540 · EVICTION FEES	0.00	0.00	0.00	0.00	0.00
5545 · ON SITE TRAVEL AND COURIER	309.17	0.00	0.00	0.00	30.27
5565 · BANK FEES	82.47	72.33	71.13	0.00	237.04
5570 · BAD DEBT	0.00	-247.00	0.00	-70.00	0.00
5575 · COMPLIANCE FEES	75.00	75.00	75.00	75.00	75.00
5580 · ANSWERING SERVICE	74.60	65.01	65.01	59.60	65.01
<b>Total 5500 · GENERAL &amp; ADMINISTRATIVE</b>	<b>2,715.91</b>	<b>2,027.30</b>	<b>2,339.11</b>	<b>2,315.26</b>	<b>2,462.40</b>
5549 · PAYROLL					
5550 · ON SITE PAYROLL	6,978.11	4,584.76	4,029.68	2,883.07	6,111.49
<b>Total 5549 · PAYROLL</b>	<b>6,978.11</b>	<b>4,584.76</b>	<b>4,029.68</b>	<b>2,883.07</b>	<b>6,111.49</b>
5560 · PROPERTY MANAGEMENT FEES	1,439.08	1,517.68	1,559.28	1,516.26	1,553.01
5600 · TAXES & INSURANCE					
5610 · PROPERTY TAXES	669.14	669.14	669.14	669.14	669.14
5615 · INSURANCE	1,057.19	1,236.42	1,201.80	1,201.80	1,201.80
<b>Total 5600 · TAXES &amp; INSURANCE</b>	<b>1,726.33</b>	<b>1,905.56</b>	<b>1,870.94</b>	<b>1,870.94</b>	<b>1,870.94</b>
<b>Total Expense</b>	<b>23,647.73</b>	<b>18,867.04</b>	<b>22,097.44</b>	<b>19,420.53</b>	<b>21,113.88</b>
<b>Net Ordinary Income</b>	<b>1,256.86</b>	<b>6,123.55</b>	<b>2,132.15</b>	<b>6,017.06</b>	<b>4,965.71</b>
<b>Other Income/Expense</b>					
Other Income					
5900 · MISC NON OPERATING INCOME					
5925 · INTEREST INCOME-REPL RESERVE	0.00	6.30	0.00	6.75	0.00
5930 · INTEREST INCOME-SEC DEPOSITS	3.04	2.94	4.05	3.92	3.73
5937 · INTEREST INCOME-SURPLUS	5.05	4.37	6.02	5.83	6.03
<b>Total 5900 · MISC NON OPERATING INCOME</b>	<b>8.09</b>	<b>13.61</b>	<b>10.07</b>	<b>16.50</b>	<b>9.76</b>
<b>Total Other Income</b>	<b>8.09</b>	<b>13.61</b>	<b>10.07</b>	<b>16.50</b>	<b>9.76</b>
Other Expense					
6100 · DEBT SERVICE					
6110 · INTEREST EXPENSE-PERM LOAN	2,371.76	2,368.18	2,364.58	2,360.96	2,357.32
6112 · INTEREST-TDHCA LOAN	168.48	162.33	166.69	160.60	165.10
<b>Total 6100 · DEBT SERVICE</b>	<b>2,540.24</b>	<b>2,530.51</b>	<b>2,531.27</b>	<b>2,521.56</b>	<b>2,522.42</b>
6000 · NON OPERATING EXPENSES					
6005 · PARTNERSHIP EXPENSE	0.00	0.00	0.00	3,512.00	0.00
6015 · ASSET MANAGEMENT FEES	416.67	416.67	416.67	416.67	0.00
6050 · CAPITAL EXPENDITURES					
6050.1 · APPLIANCES	720.81	838.70	1,363.15	521.24	578.08
6050.2 · HVAC	0.00	0.00	0.00	0.00	0.00
6050.10 · PAINT	310.73	0.00	0.00	0.00	0.00
6050.11 · PARKING LOT	0.00	0.00	0.00	2,633.10	0.00
6050.12 · CARPET REPLACEMENT	0.00	1,399.02	0.00	0.00	1,028.54
<b>Total 6050 · CAPITAL EXPENDITURES</b>	<b>1,031.54</b>	<b>2,237.72</b>	<b>1,363.15</b>	<b>3,154.34</b>	<b>1,606.62</b>
<b>Total 6000 · NON OPERATING EXPENSES</b>	<b>1,448.21</b>	<b>2,654.39</b>	<b>1,779.82</b>	<b>7,083.01</b>	<b>1,606.62</b>
6200 · DEPRECIATION AND AMORTIZATION					
6210 · DEPRECIATION EXPENSE	6,912.13	0.00	0.00	20,290.62	0.00
<b>Total 6200 · DEPRECIATION AND AMORTIZATION</b>	<b>6,912.13</b>	<b>0.00</b>	<b>0.00</b>	<b>20,290.62</b>	<b>0.00</b>

# Llano DMA Housing, L.P. dba Legend Oaks

## Profit & Loss

October 2017 through September 2018

	<b>Mar 18</b>	<b>Apr 18</b>	<b>May 18</b>	<b>Jun 18</b>	<b>Jul 18</b>
<b>Total Other Expense</b>	10,900.58	5,184.90	4,311.09	29,895.19	4,129.04
<b>Net Other Income</b>	-10,892.49	-5,171.29	-4,301.02	-29,878.69	-4,119.28
<b>Net Income</b>	<b>-9,635.63</b>	<b>952.26</b>	<b>-2,168.87</b>	<b>-23,861.63</b>	<b>846.43</b>

Llano DMA Housing, L.P. dba Legend Oaks  
**Profit & Loss**

October 2017 through September 2018

	Aug 18	Sep 18	TOTAL
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>4000 · RENTAL INCOME</b>			
4025 · GROSS SCHEDULED RENT	33,183.00	33,183.00	395,688.00
4050 · VACANCY LOSS	0.00	-668.00	-7,348.00
<b>4100 · DISCOUNTS</b>			
4110 · CONCESSIONS	0.00	0.00	-461.59
4115 · LOSS TO LEASE	-7,329.41	-7,166.41	-84,898.47
<b>Total 4100 · DISCOUNTS</b>	-7,329.41	-7,166.41	-85,360.06
<b>Total 4000 · RENTAL INCOME</b>	25,853.59	25,348.59	302,979.94
<b>4300 · OTHER INCOME</b>			
4310 · APPLICATIONS FEES	19.00	0.00	142.00
4340 · LATE FEES/NSF FEES	0.00	0.00	11.00
4370 · TERMINATED RESIDENT INCOME	0.00	0.00	430.00
<b>Total 4300 · OTHER INCOME</b>	19.00	0.00	583.00
<b>Total Income</b>	25,872.59	25,348.59	303,562.94
<b>Gross Profit</b>	25,872.59	25,348.59	303,562.94
<b>Expense</b>			
<b>5100 · REPAIRS &amp; MAINTENANCE</b>			
5110 · PLUMBING	171.35	523.89	2,783.51
5115 · HEATING/AC	537.06	111.86	2,352.31
5120 · ELECTRICAL REPAIRS/SUPPLIES	499.49	207.81	2,938.90
5125 · BUILDING REPAIRS/SUPPLIES	31.75	221.52	888.59
5130 · APPLIANCES REPAIRS/SUPPLIES	59.71	0.00	421.09
5135 · CARPET/WINDOW COVERINGS	109.73	111.71	1,657.34
5140 · PAINTING	0.00	92.12	876.60
5145 · APARTMENT CLEANING/JANITORIAL	0.00	75.61	1,324.07
<b>Total 5100 · REPAIRS &amp; MAINTENANCE</b>	1,409.09	1,344.52	13,242.41
<b>5200 · MONTHLY SERVICE</b>			
5210 · PEST CONTROL	194.86	297.69	1,824.03
5215 · LANDSCAPE MAINTENANCE	1,566.00	1,299.00	16,816.36
<b>Total 5200 · MONTHLY SERVICE</b>	1,760.86	1,596.69	18,640.39
<b>5300 · UTILITIES</b>			
5310 · WATER	6,034.63	5,617.63	67,389.29
5315 · ELECTRICITY	887.76	806.81	10,229.71
5320 · VACANT ELECTRIC	33.42	75.23	1,126.59
5325 · TRASH REMOVAL	611.16	645.80	7,538.28
5330 · TELEPHONE/PAGERS	232.66	232.66	2,613.25
5335 · CABLE ISP	81.27	81.27	953.54
<b>Total 5300 · UTILITIES</b>	7,880.90	7,459.40	89,850.66
<b>5500 · GENERAL &amp; ADMINISTRATIVE</b>			
5415 · ADVERTISING	40.00	290.00	1,467.30
5510 · OFFICE SUPPLIES	108.51	0.00	1,327.39
5520 · RESIDENT SERVICES	811.86	774.29	8,881.97
5525 · ACCOUNTING	812.50	812.50	9,750.00
5530 · APPLICATION CHECKS	0.00	0.00	152.28

Llano DMA Housing, L.P. dba Legend Oaks  
**Profit & Loss**

October 2017 through September 2018

	Aug 18	Sep 18	TOTAL
5535 · DUES/PROFESSIONAL ASSN EXPENSES	782.52	269.55	4,346.15
5540 · EVICTION FEES	0.00	0.00	142.80
5545 · ON SITE TRAVEL AND COURIER	0.00	0.00	802.34
5565 · BANK FEES	34.66	22.58	937.03
5570 · BAD DEBT	0.00	0.00	635.44
5575 · COMPLIANCE FEES	75.00	75.00	900.00
5580 · ANSWERING SERVICE	59.60	65.01	755.88
<b>Total 5500 · GENERAL &amp; ADMINISTRATIVE</b>	<b>2,724.65</b>	<b>2,308.93</b>	<b>30,098.58</b>
5549 · PAYROLL			
5550 · ON SITE PAYROLL	4,422.26	4,569.60	52,766.68
<b>Total 5549 · PAYROLL</b>	<b>4,422.26</b>	<b>4,569.60</b>	<b>52,766.68</b>
5560 · PROPERTY MANAGEMENT FEES	1,489.92	1,560.54	18,208.07
5600 · TAXES & INSURANCE			
5610 · PROPERTY TAXES	669.14	669.14	8,857.24
5615 · INSURANCE	1,201.80	1,201.80	13,217.77
<b>Total 5600 · TAXES &amp; INSURANCE</b>	<b>1,870.94</b>	<b>1,870.94</b>	<b>22,075.01</b>
<b>Total Expense</b>	<b>21,558.62</b>	<b>20,710.62</b>	<b>244,881.80</b>
<b>Net Ordinary Income</b>	<b>4,313.97</b>	<b>4,637.97</b>	<b>58,681.14</b>
<b>Other Income/Expense</b>			
<b>Other Income</b>			
5900 · MISC NON OPERATING INCOME			
5925 · INTEREST INCOME-REPL RESERVE	0.00	0.00	24.30
5930 · INTEREST INCOME-SEC DEPOSITS	4.17	4.05	32.65
5937 · INTEREST INCOME-SURPLUS	6.76	6.57	53.32
<b>Total 5900 · MISC NON OPERATING INCOME</b>	<b>10.93</b>	<b>10.62</b>	<b>110.27</b>
<b>Total Other Income</b>	<b>10.93</b>	<b>10.62</b>	<b>110.27</b>
<b>Other Expense</b>			
6100 · DEBT SERVICE			
6110 · INTEREST EXPENSE-PERM LOAN	2,353.66	2,349.99	28,438.32
6112 · INTEREST-TDHCA LOAN	164.26	158.14	1,978.73
<b>Total 6100 · DEBT SERVICE</b>	<b>2,517.92</b>	<b>2,508.13</b>	<b>30,417.05</b>
6000 · NON OPERATING EXPENSES			
6005 · PARTNERSHIP EXPENSE	0.00	0.00	3,512.00
6015 · ASSET MANAGEMENT FEES	833.34	416.67	5,000.00
6050 · CAPITAL EXPENDITURES			
6050.1 · APPLIANCES	1,019.95	418.28	-1,919.65
6050.2 · HVAC	0.00	389.76	389.76
6050.10 · PAINT	0.00	0.00	310.73
6050.11 · PARKING LOT	8,643.90	0.00	11,277.00
6050.12 · CARPET REPLACEMENT	0.00	0.00	-2,871.69
<b>Total 6050 · CAPITAL EXPENDITURES</b>	<b>9,663.85</b>	<b>808.04</b>	<b>7,186.15</b>
<b>Total 6000 · NON OPERATING EXPENSES</b>	<b>10,497.19</b>	<b>1,224.71</b>	<b>15,698.15</b>
6200 · DEPRECIATION AND AMORTIZATION			
6210 · DEPRECIATION EXPENSE	0.00	20,513.63	85,129.31
<b>Total 6200 · DEPRECIATION AND AMORTIZATION</b>	<b>0.00</b>	<b>20,513.63</b>	<b>85,129.31</b>



# Llano DMA Housing, L.P. dba Legend Oaks

## Profit & Loss

October 2017 through September 2018

	Aug 18	Sep 18	TOTAL
Total Other Expense	13,015.11	24,246.47	131,244.51
Net Other Income	-13,004.18	-24,235.85	-131,134.24
Net Income	<b>-8,690.21</b>	<b>-19,597.88</b>	<b>-72,453.10</b>

## Architectural Drawings Must be Submitted Behind this Tab [§10.204(b)(9)]

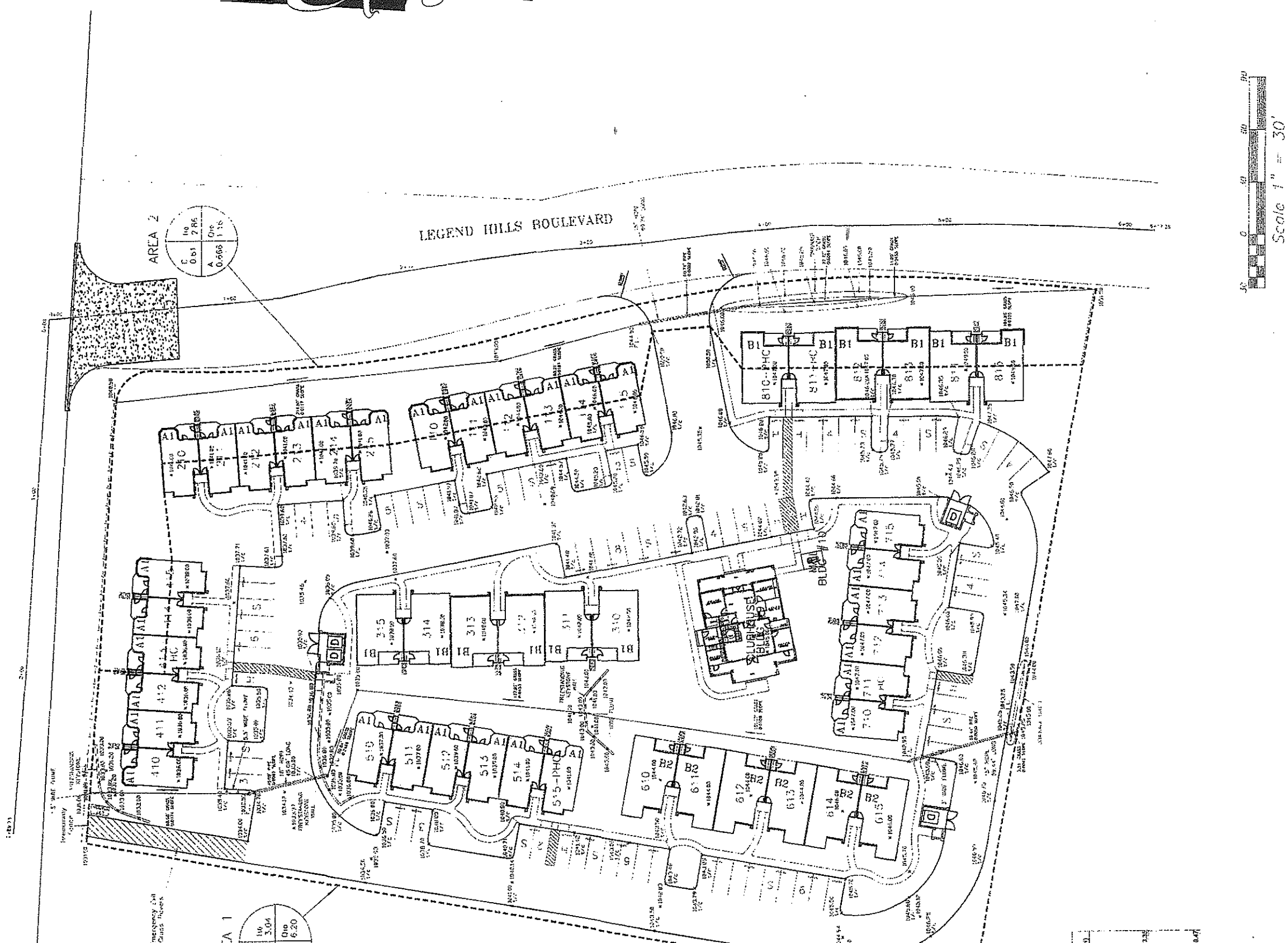
(If development is scattered site, consult staff.)

- 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 and Unit Configuration for Building/Unit Type
  - identifies all residential building types and their corresponding Building/Unit Type
  - clearly delineates the flood plain boundary lines or states there is no floodplain
  - identifies all easements, regardless of how they are held
  - 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 (review application webinar)
  - includes information regarding local parking requirements
  - indicates compliant accessible routes
  - includes a unit and building type table matrix that indicates the distribution of accessible Units
  - describes if applicable how flood mitigation or other required mitigation will be accomplished.
- 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
  - 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
  - All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)
- 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)

Architectural drawings are not applicable to this application since this development is not new construction, renovation or rehabilitation.

Floor Plans are included behind this tab. Hard copy architectural plans are available upon request.

TEXAS STATE HIGHWAY NO. 152



POST-DEVELOPMENT FLOW CALCULATIONS

KIRBY EQUATION	AREA		SLOPE	SIFTED	T <sub>c</sub>
	(AC)	(SQ)			
0.40	2.00	3.31	0.0042	1.66	1.66
0.02	0.30	58.44	0.0039	3.09	3.09
0.40	1.85	181.37	0.0106	17.09	17.09
0.40	5.80	127.82	0.0053	10.74	10.74
0.02	0.30	45.09	0.0067	6.93	6.93
0.02	0.30	10.26	0.0025	3.17	3.17
0.40	0.50	11.00	0.0055	3.45	3.45
0.40	0.50	77.72	0.0054	13.42	13.42
0.02	0.60	60.74	0.0052	2.70	2.70
0.40	1.50	80.21	0.0187	10.02	10.02
0.40	2.50	214.50	0.0117	18.77	18.77
					60.47

STORMWATER RUNOFF CALCULATION

Q<sub>10</sub> = 0.788  
 Q<sub>5</sub> = 0.72  
 Q<sub>2</sub> = 0.62

AREA	C	T <sub>c</sub>	I <sub>a</sub>	I <sub>p</sub>	A	Q <sub>10</sub>	Q <sub>5</sub>	Q <sub>2</sub>
		(MIN)	(HR)	(AC)	(CFS)			
1	0.61	15.34	3.04	3.341	0.20			
2	0.61	28.47	2.91	0.868	1.16			

POST-DEVELOPMENT  
 DRAINAGE PLAN FOR:  
 LEGEND OAKS  
 CITY OF LLANO, LLANO COUNTY, TEXAS

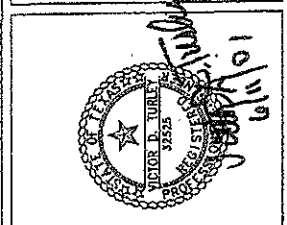
DEVELOPED BY:  
 DIANA MCIVER & ASSOCIATES, INC.  
 AUSTIN, TEXAS

REVISIONS	

Date: June 6, 2001  
 Drawn By: S.A.G.  
 Reference:  
 PB/LB:  
 Job Number: 01-048  
 Sheet 2 of 5  
 Computer: 01-048posidr

ENGINEERING • PLANNING • SURVEYING  
 CONSTRUCTION MANAGEMENT

**TURLEY ASSOCIATES, INC.**  
 301 N. 3rd St. Temple, Texas (254) 773-2400  
 E-MAIL: VDTURLEY@AOL.COM FAX NO. (254) 773-3998



10823-D

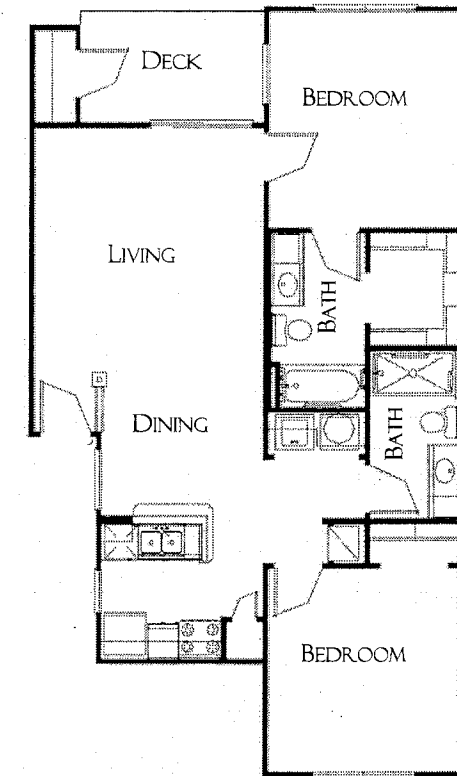
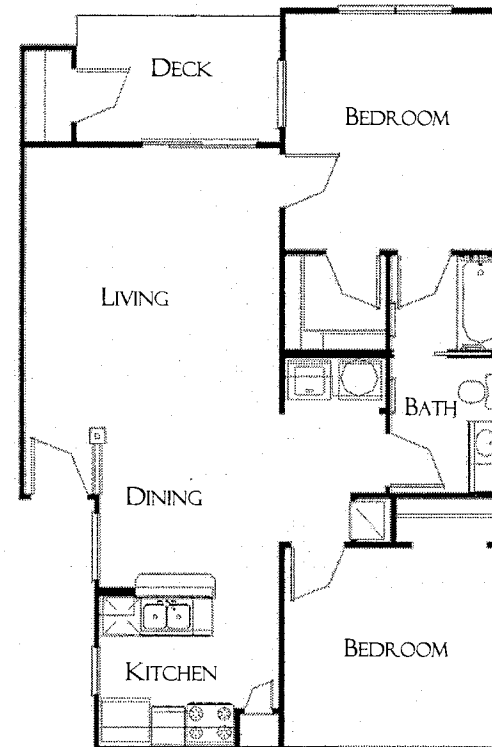
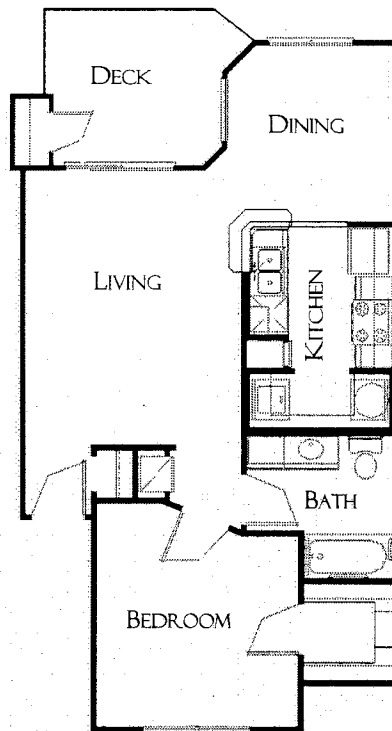
## Interior Amenities

- \* Private Patios
- \* Secured Storage
- \* 9' Ceilings
- \* Energy Efficient Design
- \* Dishwashers
- \* Microwaves
- \* Frost Free Refrigerators
- \* Ceiling Fans
- \* Mini Blinds
- \* Walk-In Closets
- \* Full Size Washer/Dryer Connections



## Community Features

- \* Clubroom with Party Kitchen & Deck
- \* Beautiful Landscaping
- \* Hill Country Architecture
- \* Fitness Center
- \* Business Center
- \* Some Fully Accessible Units
- \* On-site Management Office
- \* Laundry Facilities



**UNIT A - ONE BEDROOM/ONE BATH**  
675 SQUARE FEET

RENTAL AMOUNT \$ \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_



**UNIT B - TWO BEDROOM/ONE BATH**  
876 SQUARE FEET

RENTAL AMOUNT \$ \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_



**UNIT C - TWO BEDROOM/TWO BATH**  
929 SQUARE FEET

RENTAL AMOUNT \$ \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_



### 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):  
 Single Family Construction     SRO     Transitional (per §42(i)(3)(B))     Duplex  
 Scattered Site     Fourplex     > 4 Units Per Building     Townhome

Development will have:     Fire Sprinklers     Elevators     # of Elevators     Wt. Capacity

Number of Parking Spaces (consistent with Architectural Drawings):	Shed or Flat Roof Carport Spaces		Detached Garage Spaces	
	Free	Paid	Free	Paid
	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="84"/>	<input type="text" value="0"/>
	<input type="text" value="0"/>	<input type="text" value="0"/>	Uncovered Spaces	

Floor Composition/Wall Height:  
 % Carpet/Vinyl/Resilient Flooring     Ceiling Height  
 % Ceramic Tile     Upper Floor(s) Ceiling Height (Townhome Only)  
 % Other    Describe:

Unit Type				Building Label	A	B1	B2											Total # of Residential Buildings								
Unit Label	# of Bedrooms	# of Baths	Sq. Ft. Per Unit	Number of Buildings	1	1	1											8								
				Number of Units Per Building											Total # of Units	Total Sq Ft for Unit Type										
A1	1	1	675	5	6																			30	20,250	
B1	2	1	876	2		6																			12	10,512
B2	2	2	929	1			6																		6	5,574
<b>Totals</b>					30	12	6																		48	36,336

Net Rentable Square Footage from Rent Schedule 36,336

**Supportive Housing Applicants Only**

Enter the total development common area from the architect's plans:  
Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

The lesser of these two numbers added to NRA:  
Use this number to figure points under 11.9(e)(2)

If a revised form is submitted, date of submission:

# 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
<b>Unit Description</b>		5%	0	0	
1/1 (683sqft)	2	5%	0.1	1	2
2/1 (876sqft)	1	5%	0.05	1	1
		5%	0	0	
		5%	0	0	
		5%	0	0	
	3		0.15	2	3


\*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

Diana McIver  
 \_\_\_\_\_  
 Printed Name

10/29/2018  
 \_\_\_\_\_  
 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
<b>Unit Description</b>		2%	0	0	
1/1 (683sqft)	1	2%	0.02	1	1
2/1 (876sqft)	1	2%	0.02	1	1
		2%	0	0	
		2%	0	0	
		2%	0	0	
	2		0.04	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
<b>Unit Description</b>	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

Diana McIver  
Printed Name

10/29/2018  
Date

\_\_\_\_\_  
Firm Name (If applicable)



## 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
<b>Unit Description</b>	48	5%	2.4	3	3
1/1 (675sqft)	2	5%	0.1	1	2
2/1 (876sqft)	1	5%	0.05	1	1
2/2 (929sqft)	0	5%	0	0	0
		5%	0	0	
		5%	0	0	
	3		0.15	2	3

**\*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

Diana McIver  
 \_\_\_\_\_  
 Printed Name

12/28/2018  
 \_\_\_\_\_  
 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
<b>Unit Description</b>	48	2%	0.96	1	2
1/1 (675sqft)	1	2%	0.02	1	1
2/1 (876sqft)	1	2%	0.02	1	1
2/2 (929sqft)	0	2%	0	0	0
		2%	0	0	
		2%	0	0	
	2		0.04	2	2

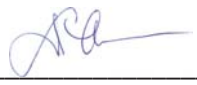
**\*NOTE:** If total is more than what is required, Applicant will select which to include under "Units Proposed"

**EXAMPLE**

Hearing/Visual	Total Units	Required %	Calculated Units	Units Required (Rounded)	Units Proposed
<b>Unit Description</b>	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  
 \_\_\_\_\_  
 12/28/2018  
 \_\_\_\_\_  
 Date

Diana McIver  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 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.>

–<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:	76	Percentage of Total
Surface lot	76	1
		0
		0
		0
		0
	76	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:	5	Distribution	Van Spaces
Surface lot	5	5	0
	0	0	
	0	0	
	0	0	
	0	0	
Total	5	5	0

**EXAMPLE\***

# Accessible Spaces:	16	Distribution	Van Spaces
Surface lot	10.666667	10	1
Carports	3.5555556	4	1
Garages	1.7777778	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

10/29/2018  
\_\_\_\_\_  
Date

Diana McIver  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Firm Name (If applicable)

# Rent Schedule

Self Score Total: 9

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

Rent Designations (select from Drop down menu)					# of Units	# of Bedrooms	# of Baths	Unit Size (Net Rentable Sq. Ft.)	Total Net Rentable Sq. Ft.	Program Rent Limit	Tenant Paid Utility Allow.	Rent Collected /Unit	Total Monthly Rent
HTC Units	MF Direct Loan Units (HOME Rent/Inc)	National HTF Units	TDHCA MRB Units	Other/ Subsidy	(A)			(B)	(A) x (B)			(C)	(A) x (E)
TC 30%					3	1	1.0	675	2,025	362	58	305	915
TC 60%					21	1	1.0	675	14,175	725	58	668	14,028
MR					6	1	1.0	675	4,050	650	0	650	3,900
TC 60%					12	2	1.0	876	10,512	870	75	795	9,540
MR					6	2	2.0	929	5,574	800	0	800	4,800
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
									0				-
<b>TOTAL</b>					48				36,336				33,183

Non Rental Income	\$0.00	per unit/month for:		
Non Rental Income	0.00	per unit/month for:		
Non Rental Income	0.00	per unit/month for:		
<b>+ TOTAL NONRENTAL INCOME</b>			\$0.00 per unit/month	-
<b>= POTENTIAL GROSS MONTHLY INCOME</b>				<b>33,183</b>
- Provision for Vacancy & Collection Loss		% of Potential Gross Income:		4.00%
- Rental Concessions (enter as a negative number)			Enter as a negative value	(7,075)
<b>= EFFECTIVE GROSS MONTHLY INCOME</b>				<b>24,781</b>
<b>x 12 = EFFECTIVE GROSS ANNUAL INCOME</b>				<b>297,368</b>

### Rent Schedule (Continued)

		% of LI	% of Total	
<b>HOUSING TAX CREDITS</b>	TC30%	8%	6%	3
	TC40%			0
	TC50%			0
	TC60%	92%	69%	33
	<b>HTC LI Total</b>			<b>36</b>
	EO			0
	MR			12
	<b>MR Total</b>			<b>12</b>
	<b>Total Units</b>			<b>48</b>
<b>MORTGAGE REVENUE BOND</b>	MRB30%			0
	MRB40%			0
	MRB50%			0
	MRB60%			0
	<b>MRB LI Total</b>			<b>0</b>
	MRBMR			0
	<b>MRBMR Total</b>			<b>0</b>
	<b>MRB Total</b>			<b>0</b>

		% of LI	% of Total	
<b>NATIONAL HOUSING TRUST FUND</b>	HTF30%			0
	HTF40%			0
	HTF50%			0
	HTF60%			0
	HTF80%			0
	<b>HTF LI Total</b>			<b>0</b>
	MR			0
	<b>MR Total</b>			<b>0</b>
	<b>HTF Total</b>			<b>0</b>
	<b>DIRECT LOAN</b>	30%		
LH/50%				0
HH/60%				0
HH/80%				0
<b>Direct Loan LI Total</b>				<b>0</b>
EO				0
MR				0
<b>MR Total</b>			<b>0</b>	
<b>Direct Loan Total</b>			<b>0</b>	
<b>OTHER</b>	<b>Total OT Units</b>			<b>0</b>

	0			0
<b>BEDROOMS</b>	1			30
	2			18
	3			0
	4			0
	5			0

<b>ACQUISITION + HARD</b>		DO NOT USE THIS CALCULATION TO
<b>Cost Per Sq Ft</b>	\$ -	SCORE POINTS UNDER 11.9(e)(2). At
<b>HARD</b>		the end of the Development Cost
<b>Cost Per Sq Ft</b>	\$ -	Schedule, you will have the ability to
<b>BUILDING</b>		adjust your eligible costs to qualify.
<b>Cost Per Sq Ft</b>	\$ -	Points will be entered there.



**Rent Schedule (Continued)**

		% of LI	% of Total	
<b>HOUSING TAX CREDITS</b>	TC30%	8%	6%	3
	TC40%			0
	TC50%			0
	TC60%	92%	69%	33
	<b>HTC LI Total</b>			<b>36</b>
	EO			0
	MR			12
	<b>MR Total</b>			<b>12</b>
	<b>Total Units</b>			<b>48</b>
<b>MORTGAGE REVENUE BOND</b>	MRB30%			0
	MRB40%			0
	MRB50%			0
	MRB60%			0
	<b>MRB LI Total</b>			<b>0</b>
	MRBMR			0
	<b>MRBMR Total</b>			<b>0</b>
	<b>MRB Total</b>			<b>0</b>

		% of LI	% of Total	
<b>NATIONAL HOUSING TRUST FUND</b>	HTF30%			0
	HTF40%			0
	HTF50%			0
	HTF60%			0
	HTF80%			0
	<b>HTF LI Total</b>			<b>0</b>
	MR			0
	<b>MR Total</b>			<b>0</b>
	<b>HTF Total</b>			<b>0</b>
<b>DIRECT LOAN</b>	30%			0
	LH/50%	25%	21%	10
	HH/60%	70%	58%	28
	HH/80%	5%	4%	2
	<b>Direct Loan LI Total</b>			<b>40</b>
	EO			0
	MR			8
	<b>MR Total</b>			<b>8</b>
<b>Direct Loan Total</b>			<b>48</b>	
<b>OTHER</b>			<b>Total OT Units</b>	<b>0</b>

	0			0
<b>BEDROOMS</b>	1			30
	2			18
	3			0
	4			0
	5			0

<b>ACQUISITION + HARD</b>		DO NOT USE THIS CALCULATION TO
<b>Cost Per Sq Ft</b>	\$ 3.38	SCORE POINTS UNDER 11.9(e)(2). At
<b>HARD</b>		the end of the Development Cost
<b>Cost Per Sq Ft</b>	\$ 3.38	Schedule, you will have the ability to
<b>BUILDING</b>		adjust your eligible costs to qualify.
<b>Cost Per Sq Ft</b>	\$ 3.08	Points will be entered there.

TDHCA #: 00155

DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR LOW-INCOME HOUSING CREDITS

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR LOW-INCOME HOUSING TAX CREDITS (this "Declaration"), dated as of October 31, 2002, is made by and between Llano DMA Housing, L.P. (together with its successors and assigns, the "Project Owner") and The Texas Department of Housing & Community Affairs, an instrumentality of the State of Texas and a public corporation (together with any successor to its rights, duties and obligations, the "Department"), and is given by Project Owner as a condition precedent to [the determination that the Project, as defined herein, satisfies the requirements of the State of Texas's Qualified Allocation Plan] the allocation of low-income housing tax credits (the "Tax Credits"), pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto (the "Code"), by the Department. This Declaration incorporates the extended low-income housing commitment required by Section 42(h)(6) of the Code and is promulgated in accordance with the provisions of Chapter 2306, Tex. Gov. Code, (the "Act"), as may be amended from time to time.

WITNESSETH:

WHEREAS, the Project Owner is or shall be the Project Owner of a low income rental housing development, known as or to be known as Legend Oaks (the "Project Improvements"), on real property located in the City of Llano County of Llano, State of Texas, more particularly described in Exhibit A hereto (the "Project Land") (the Project Improvements and the Project Land being collectively referred to herein as the "Project");

WHEREAS, the Department has been designated by the Governor of the State of Texas as the housing credit agency for the State of Texas for the allocation of Tax Credits;

WHEREAS, the Project Owner has applied to the Department for an allocation of Tax Credits to the Project in an amount not to exceed \$ 216,534 Tax Credit dollars annually;

WHEREAS, the Project Owner has represented to the Department in the Project Owner's Low-Income Housing Tax Credit Application (the "Application"), authorized by the Department's Low-Income Rental Housing Tax Credit Rules (the "Department Rules"), that the Project Owner shall lease 73.56 % of the units in the Project to individuals or families whose income is 60 % or less of the area median gross income (including adjustments for family size), as more specifically provided herein;

WHEREAS, the Department has determined that the Project would support an annual allocation of Tax Credits in the amount of \$ 216,044;

WHEREAS, the Project Owner has represented to the Department in the Application that it will impose additional rent and occupancy restrictions as shown in Appendix A of this document (Check box if applicable) ;

WHEREAS, the Project Owner is subject to the regulatory powers of the Department and other terms and conditions of chapter 2306, Tex. Gov. Code;

WHEREAS, the Code requires as a condition precedent to the allocation of Tax Credits that the Project Owner execute, deliver and record in the real property records of the county in which the Project is located this Declaration in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Project Owner, under this Declaration, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project Land for the Term stated herein, are binding upon all subsequent owners and operators of the Project during such Term, and are not merely personal covenants of the Project Owner.

NOW, THEREFORE, in consideration of the premises set forth above, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Project Owner and the Department agree as follows:



**SECTION 1 - DEFINITIONS**

(a) Unless the context otherwise requires, and in addition to those terms defined in the recitals set forth above, capitalized terms used in this Declaration shall have the following meanings:

"Act" means the Texas Government Code, Chap. 2306, as amended or any corresponding provision or provisions of succeeding law as it or they may be amended from time to time.

"Area Median Gross Income" means the median gross income of the area in which the Project is located as determined by the Secretary of Housing and Urban Development for purposes of Section 42 of the Code, including adjustments for family size.

"Assumption Agreement" shall have the meaning assigned in Section 3(i) hereof.

"Board" means the governing Board of the Department.

"Compliance Period" means the period of 15 consecutive taxable years beginning with the first taxable year of the Credit Period, unless a longer period shall be elected at Appendix A hereto.

"Credit Period" means, with respect to any building in the Project, the period of ten taxable years beginning with the taxable year in which such building is placed in service or (at the election of the Owner) the following taxable year.

"Department Compliance Monitoring Procedures" means those procedures and requirements adopted or imposed by the Department, and modified by the Department from time to time, for the purpose of discharging its responsibilities pursuant to Section 42(m)(1)(B)(iii) of the Code to monitor compliance by the Project Owner and the Project with the provisions of Section 42 of the Code and to notify the Service of instances of noncompliance.

"Extended Use Period" means the period beginning with the first day of the Compliance Period and ending on the date which is 15 years after the end of the Compliance Period, unless a later date shall be set forth at Appendix A hereto or unless terminated earlier in accordance with Section 5 hereof.

"Gross Rent" means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Code. If the Tenant pays utilities directly, Gross Rent shall include any utility allowance prescribed by the Secretary.

"Income" means the income of a Tenant determined in a manner consistent with the requirements of Section 142(d)(2)(B) of the Code.

"Low-Income" means, with respect to any Tenant, an income level not exceeding 50% or 60% of Area Median Gross Income, adjusted for family size, as provided in Section 4 hereof, unless an alternative income level shall be set forth at Appendix A hereto.

"Low-Income Tenant" means a Tenant who, when the Tenant originally occupied the Unit, had an Income qualifying as Low-Income. For so long as the Tenant occupies the particular Unit, the Tenant will remain a Low-Income Tenant if the Tenant's Income, upon the most recent income certification, does not exceed 140% of the applicable Low-Income level.

"Low-Income Unit" means a Unit in the Project that is occupied by a Low-Income Tenant, is Rent-Restricted and meets the other requirements of Section 42 of the Code, in particular, Section 42(i)(3).

"Minimum Applicable Fraction" means the percentage with respect to a building in the Project, calculated as the lesser of the percentage of Units in such building which are Low-Income Units or the percentage of floor space of all Units in such building which is in Low-Income Units, all calculated as required pursuant to Section 42(c)(1) of the Code, which serves as the basis for the Department's allocation of Tax Credits to the building as provided in Section 4(c) hereof.

"Rent-Restricted" means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Code.

"Secretary" means the Secretary of the Treasury of the United States.

"Service" means the United States Internal Revenue Service and any successor thereto.

"State" means the State of Texas.

"Tenant" means the individual or individuals entitled to occupy a Unit in the Project by lease or other legal relationship with the Project Owner.

"Term" shall have the meaning set out in Section 5 hereof.

"Unit" means any residential rental unit in the Project consisting of an accommodation containing separate and complete physical facilities and fixtures for living, sleeping, eating, cooking, and sanitation; provided, however, that single room occupancy housing used on a nontransient basis may be treated as one or more Units.

(b) Any term or phrase which is used in this Declaration and not defined herein shall have the meaning, if any, assigned thereto in Section 42 of the Code, and if no meaning is assigned thereto in Section 42 of the Code, the meaning, if any, assigned in the Department Rules. Any term or phrase which is defined herein shall, unless the context shall clearly indicate otherwise, be interpreted in a manner consistent with the provisions and requirements of Section 42 of the Code.

## SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) The Project Owner shall cause this Declaration and all amendments hereto to be recorded and filed in the official public land deed records of the county in which the Project is located, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Project Owner shall immediately transmit to the Department an executed original of the recorded Declaration showing the date, deed book and page numbers of record. The Project Owner agrees that the Department will not issue the Internal Revenue Service Form 8609, evidencing final allocation of the Tax Credits, unless and until the Department has received the recorded-executed original of the Declaration.

(b) The Project Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project during the Term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Project (i) shall be and are covenants running with the Project Land, encumbering the Project Land for the Term of this Declaration and binding upon the Project Owner's successors in title and all subsequent owners and operators of the Project Land, and (ii) shall bind the Project Owner (and the benefits shall inure to the Department and any past, present or prospective Tenant of the Project) and its respective successors and assigns during the Term of this Declaration. The Project Owner hereby agrees that any and all requirements of the laws of the State of Texas to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Project Land. For the Term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Declaration; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Declaration.

(c) The Project Owner shall obtain the written consent of any existing lienholder of record (each an "Existing Lienholder") on the Project to this Declaration and the requirements hereof, including specifically the requirements of Section 5(b)(1) and Section 5(c) with respect to provisions which survive or may be revived after foreclosure, and such consent shall be in a form promulgated by the Department from time to time and shall be a condition precedent to the issuance by the Department of Internal Revenue Service Form 8609, evidencing final allocation of the Tax Credits. The Project Owner represents and warrants to the Department that attached hereto as Addendum A and made a part hereof is an executed and acknowledged Lienholder's Consent from each Existing Lienholder, if any, as of the effective date hereof.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE PROJECT OWNER

The Project Owner hereby represents, covenants and warrants as follows:

(a) The Project Owner (i) is a Limited Partnership, duly organized and validly existing under the laws of the State of Texas, and is duly authorized and qualified to transact in the State any and all business contemplated by this Declaration and the Department Rules; (ii) possesses all requisite power, authority, licenses and permits to own its properties and assets and to conduct its business; and (iii) has all legal right, power and authority to execute and deliver this Declaration.

(b) The execution and performance of this Declaration by the Project Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other department of the State or governmental body, (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Project Owner is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Owner has, at the time of execution and delivery of this Declaration, good and indefeasible fee simple title to [or a leasehold interest extending at least ten years beyond the end of the Extended Use Period in] the premises constituting the Project, free and clear of any lien or encumbrance, except those created by any loan documents relating to the Project, those which are created pursuant to this Declaration and those which are otherwise permitted encumbrances, as specifically set forth at Exhibit B hereto.

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Owner threatened, against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.

(e) The Project constitutes or will constitute, and the Project Owner covenants, that commencing with the last day of the first year of the Credit Period and continuing throughout the Term of this Declaration, it shall maintain the Project as a "qualified low-income housing project", as defined in Section 42(g) of the Code.

(f) Each Unit in the Project contains separate and complete physical facilities and fixtures for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project) which is to be used on other than a transient basis as provided in Section 42(i)(3) of the Code.

(g) The Project Owner will comply fully and at all times with the requirements of Texas Law and the Federal Fair Housing Act.

(h) During the Term of this Declaration, the Project Owner covenants, agrees and warrants that each Low-Income Unit is and will remain suitable for occupancy to the extent required by Texas Law and under regulations prescribed by the Secretary, taking into account local health, safety, and building codes.

(i) The Project Owner covenants that it will not sell, transfer or exchange any portion of any building in the Project unless it sells, transfers or exchanges the entire building to the same person. Subject to the requirements of Section 42 of the Code and this Declaration, the Project Owner may sell, transfer or exchange the entire Project or any building in the Project at any time, provided that the Project Owner shall require, as a condition precedent to any such sale, transfer or exchange, that the successor owner and operator assume, in writing, in an Assumption Agreement acceptable to the Department, the Project Owner's obligations hereunder and under Section 42 of the Code, which Assumption Agreement shall be delivered to the Department in executed, recordable form prior to any such sale, transfer or exchange. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project or any building in the Project. The Project Owner agrees that the Department may void any sale, transfer or exchange of the Project if the successor owner and operator fails to execute and deliver an Assumption Agreement or if the Project Owner or the successor owner and operator otherwise acts in contravention of this Section 3(i).

(j) The Project Owner agrees to notify the Department in writing prior to any sale, transfer or exchange of the entire Project or any building therein, and to provide to the Department the name(s) and address(es) and financial reports, as applicable, of the prospective successor owner and operator of the Project or building, so the Department can determine the economic viability of such prospective successor and such Project or building and whether such prospective successor is acceptable as Project Owner under the Department Rules. The Project Owner further agrees to notify the Department in writing prior to any change in the identity of a General Partner or other principal of the Project Owner, and to provide to the Department the name(s) and address(es) and financial reports, as applicable, of any successor or additional General Partner or principal, so the Department can determine whether such party is acceptable in such role with the Project Owner under the Department Rules.

(k) The Project Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any Unit for any purpose other than rental housing during the Term of this Declaration, unless required by law.

(l) The Project Owner represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Owner will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Declaration.

(m) The Project Owner warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(n) The Project Owner agrees, warrants, and covenants to comply with all law, ordinances, statutes, codes, orders, rules, regulations and decrees of any Governmental Authority applicable to the Owner of the Project, including, without limitation, the following: the Civil Rights Act of 1964 (42 U.S.C. 2000(d); Executive Order 11-63, as amended by Executive Order 12259; Executive Order 11246; Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Equal Credit Opportunity Act (15 U.S.C. 1691 *et seq.*); Fair Credit Reporting Act (15 U.S.C. 1681 *et seq.*); Fair Housing Act (42 U.S.C. 3601 *et seq.*); the Americans with Disabilities Act of 1990 (P.L. 101-336; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11625, 12432 and 12138, as amended; the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 *et seq.*); the Davis-Bacon Act (40 U.S.C. § 276a *et seq.*); Sections 103 and 107 of the Work Hours and Safety Standards Act. (40 U.S.C. § 327 *et seq.*); the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. § 4201 *et seq.*); the Housing and Community Development Act of 1974; the National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*); ("NEPA"); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4321 *et seq.*); the State of Texas Senate Bill 1356; Title 8, and Chapter 92 of the Texas Property Code; Solid Waste Disposal Act TEX. HEALTH & SAFETY CODE Ann. Ch. 361 (Vernon's 1992); Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act. TEX. HEALTH & SAFETY CODE Ann. Ch 363 (Vernon's 1992); County Solid Waste Control Act. TEX. HEALTH & SAFETY CODE Ann. Ch 364 (Vernon's 1992); Texas Clean Air Act, TEX. HEALTH AND SAFETY CODE Ann. Ch. 382 (Vernon's 1992); and Hazardous Communication Act, TEXAS HEALTH AND SAFETY CODE Ann. Ch. 502 (Vernon's 1992); and such Governmental Requirements as may be from time to time amended or superseded and all of their implementing regulations, as may be amended.

**SECTION 4 - INCOME RESTRICTIONS/RENTAL RESTRICTIONS**

The Project Owner represents, warrants and covenants throughout the Term of this Declaration and in order to satisfy the requirements of Section 42 of the Code that:

(a) (1)  At least 20% or more of the Units in the Project [are and] will continuously be maintained as both Rent-Restricted and occupied by individuals whose income is 50% or less of Area Median Gross Income.

(2)  At least 40% or more of the Units in the Project [are and] will continuously be maintained as both Rent-Restricted and occupied by individuals whose income is 60% or less of Area Median Gross Income.

*(Check applicable percentage election)*

(b) The determination of whether a Tenant is a Low-Income Tenant shall be made by the Project Owner at least annually on the basis of the current income of such Low-Income Tenant. The Project Owner shall utilize forms as permitted from time to time by the Department for providing this certification. If, upon any such annual certification, the Tenant of a Low-Income Unit who was, at the last annual income certification, a Low-Income Tenant, is found no longer to be a Low-Income Tenant, such Unit will continue to be treated as a Low-Income Unit until the next available Unit of comparable or smaller size in the building in which such Unit is located is rented to a person who is not a Low-Income Tenant. A Low-Income Unit that has been vacated will continue to be treated as a Low-Income Unit, provided that (i) reasonable attempts are made to rent the Unit and (ii) no other Units of comparable or smaller size in the Project are rented to persons who are not Low-Income Tenants. In no case will a Unit be treated as a Low-Income Unit if all the Tenants of the Unit are students (as determined under Section 151(c)(4) of the Code), no one of whom is entitled to file a joint income tax return; provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code.

(c) The Project will contain a total of 48 Units (including Units occupied by a resident manager or other employee, such that they are not treated as "residential rental units" for purposes of Section 42 of the Code), of which at least 73.56 percent of the Units treated as residential rental units will be Low-Income Units. The amount of Tax Credits allocated to the Project is based on the requirement that the Minimum Applicable Fraction for each building in the Project will be as specified, building-by-building, at Appendix A hereto. During the Term of this Declaration, Units at the Project shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants, such that each building in the Project shall at all times satisfy the Minimum Applicable Fraction for such building. The Project Owner's failure to ensure that each building in the Project complies with such requirement will cause the Department to report such fact to the Service and may result in the reduction and recapture by the Service of Tax Credits, as well as other enforcement action.

(d) The Project and the Project Owner are subject to additional and/or modified requirements, if any, set forth at Appendix A, which requirements are incorporated herein and made a part hereof.

(e) The Project Owner shall not discriminate on the basis of race, creed, sex, age or national origin in the lease, use or occupancy of the Project Improvements or in connection with the employment or application for employment of persons for the operation and management of the Project Improvements and shall not deny admission to any person exclusively on the basis of such person receiving rent assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.

#### SECTION 5 - TERM OF DECLARATION

(a) This Declaration shall become effective with respect to a building in the Project on the first day of the Compliance Period for such building and shall terminate on the last day of the Extended Use Period, unless this Agreement is earlier terminated pursuant to Section 5(b) hereof (the "Term").

(b) Notwithstanding subsection (a) above, this Declaration shall terminate:

(1) with respect to any building in the Project, on the date such building is acquired by foreclosure (or instrument in lieu of foreclosure), upon the recorded declaration of termination of the party so acquiring the building, unless the Secretary or his delegate determines that such acquisition is part of an arrangement with the taxpayer a purpose of which is to terminate such period. If any party acquiring a building by foreclosure (or instrument in lieu of foreclosure) fails to record a declaration terminating this Declaration, the building shall remain subject to this Declaration, and the eligibility of such party to receive Tax Credits shall not be adversely affected, if such party continues to comply with Section 42 of the Code and the terms of this Declaration; or

(2) following the end of the Compliance Period, if the Project Owner has properly requested that the Department assist in procuring a "Qualified Contract", as defined in the Code, for the acquisition of a building and the Department is unable to present a Qualified Contract. To properly request the Department's assistance in procuring a Qualified Contract for the acquisition of a building, the Project Owner must submit a written request to the Department no earlier than one (1) year prior to the expiration of the Compliance Period, or on the last day of any subsequent year of the Extended Use Period. The Department will have one (1) year from the date of the Project Owner's written request to find a buyer to acquire the Project Owner's interest in the building. The Department will attempt to procure a Qualified Contract for the acquisition of any building only once during the Extended Use Period.

(c) If this Declaration is terminated pursuant to subsection (b) above and notwithstanding anything herein to the contrary, the Tenant of any Low-Income Unit on the date of such termination shall be entitled to occupy such Unit in accordance with the provisions of this Declaration for a period of three years following such termination date, provided, however, that upon a showing of good cause, such Tenant's tenancy may be terminated or such Tenant evicted.

## SECTION 6 - ENFORCEMENT, ADMINISTRATION AND COMPLIANCE

(a) The Project Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code and this Declaration. Moreover, the Project Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary in the opinion of the Department) to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Service, or the United States Department of Housing and Urban Development, from time to time, pertaining to the Project Owner's obligations under Section 42 of the Code and affecting the Project.

(b) The Project Owner acknowledges that the primary purpose for requiring compliance by the Project Owner with the restrictions provided in this Declaration is to assure compliance of the Project and the Project Owner with Section 42 of the Code, AND BY REASON THEREOF, THE PROJECT OWNER, IN CONSIDERATION FOR RECEIVING THE TAX CREDITS FOR THIS PROJECT, HEREBY AGREES THAT THE DEPARTMENT AND ANY INDIVIDUAL WHO MEETS THE APPLICABLE INCOME LIMITATION UNDER SECTION 42 (WHETHER PROSPECTIVE, PRESENT OR FORMER TENANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE PROJECT OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION. The Project Owner hereby further specifically acknowledges that the beneficiaries of the Project Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(c) The Project Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Department and all persons interested in Project compliance under Section 42 of the Code.

(d) The Project Owner acknowledges that the Department is required, pursuant to Section 42(m)(1)(B)(iii) of the Code, (i) to monitor the Project Owner's and the Project's compliance with the requirements of Section 42 of the Code, and (ii) to notify the Service of any noncompliance which is found. The Project Owner agrees (I) to maintain records that substantiate and document such compliance, (II) to take all actions required by the Department pursuant to the Department Compliance Monitoring Procedures to assist or cooperate with the Department in monitoring such compliance, and (III) to pay the fee prescribed by the Department with respect to such monitoring.

(e) The Project Owner agrees that the Department may enforce all state and federal law through this Declaration, and utilize for such purpose any and all remedies available to the Department including but not limited to administrative or judicial action, appointment of trustee or receiver, or assume the management and operations of the Development.

(f) The Project Owner agrees the Department may, at reasonable times and upon adequate notice at any time during the construction, rehabilitation, or operation of the Project, enter and inspect the Project to evaluate its physical and financial condition, construction, rehabilitation, operation, management and maintenance.

(g) The Project Owner agrees the Department may, at reasonable times and upon adequate notice, examine all books and records, and request and receive from the Project Owner one or more reports, relating to the ownership, operations, capitalization, reserve funds, income, expenses and other financial and regulatory matters of the Project or the Project Owner.

(h) The Project Owner agrees that the Department may at any time order it and/or its managing agent or Project manager to do whatever is necessary to comply with or refrain from violating an applicable law, ordinance, Department rule, or term of an agreement regarding the Project, and that the Department may file and prosecute a complaint against a managing agent, Project manager, or the Project Owner for a violation of any applicable law or ordinance.

(i) Upon a determination by the Department that the Project Owner has failed to maintain the Project in good and habitable condition and suitable for occupancy as hereinabove required, the Project Owner agrees, upon the

Department's direction, to establish a reserve for replacement and repairs to the Project in such initial amount and with such monthly deposits as the Department may direct. Such reserve shall be held for the benefit of the Project Owner and the Project by such party as the Department shall direct, and disbursements shall be made therefrom only upon direction of or approval by the Department.

(j) The Project Owner agrees to indemnify and hold harmless the Board members, Department officers, directors and employees from and against all liabilities, losses, claims, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Department as a result of any material inaccuracy in any of the representations and warranties contained in this Declaration, or as a result of any action by the Project Owner, including claims by third parties.

(k) The Project Owner agrees that should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Department which arise out of any of the matters relating to this Declaration, Project Owner will cooperate fully with the Department in the defense or other disposition thereof.

(l) The Project Owner agrees to furnish the Department with copies of all correspondence between the Project Owner and the Service with respect to the Project, other than tax returns and routine, periodic reports filed with the Service.

(m) The Project Owner agrees to notify the Department if any federal grant or loan of below market rate federal funds is received with respect to the Project at any time during the Compliance period.

#### SECTION 7 - FEES

(a) To compensate the Department for its responsibilities pursuant to the Act and Section 42(m)(1)(B)(iii) of the Code, the Project Owner shall pay to the Department an annual administrative fee for the first twelve month period of this Declaration in the amount shown below. This fee shall be based on the total number of Low-Income Units in the development. In no event shall the fee be less than \$100.

(1) For projects with Commitment Notices issued prior to 1998 the fee will be \$15 per Unit.

(2) For projects with Commitment Notices issued in 1998 or later the fee will be \$25 per unit.

(b) If the Department shall find the Project not to be in compliance with the terms hereof, the Project Owner shall pay to the Department (i) an additional administrative fee in an amount prescribed from time to time by the Department, which amount for the first twelve month period of this Declaration, shall not exceed \$25 per Unit (without regard to the number of Low-Income Units), for additional monitoring and enforcement activities undertaken with respect to the Project and (ii) all amounts required to reimburse the Department for its expenses in performing such additional monitoring and enforcement activities. The administrative fee payable in the event of noncompliance shall be in addition to, and distinct from, the amount due pursuant to Section 7(a), as well as any reimbursements of costs and legal fees to which the Department may be entitled as a result of judicial enforcement action, and such fee shall be payable without respect to whether the Department undertakes or succeeds in judicial enforcement activities, and any right to be compensated therefor, for a period of up to three years following its most recent finding of noncompliance with respect to the Project.

(c) For each successive twelve month period following the initial twelve month period of this Declaration, the administrative fees payable to the Department hereunder shall be the amounts established for the most recent administrative fee, multiplied by the increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor (or generally recognized successor to such Index) for the same twelve month period of time.

(d) The Project Owner agrees that it will pay the annual administrative fee at the times required by the Department therefor and that it will pay all additional charges, fees, and expenses assessed hereunder by the Department within ten (10) days of receipt of written notice of any such assessment.

SECTION 8 - MISCELLANEOUS

(a) Severability. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Declaration or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

(b) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, delivered by hand, or delivered by any other method permitted by law, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Department: Texas Department of Housing & Community Affairs  
507 Sabine, Suite 400  
Austin, Texas 78701  
Attn: Low Income Housing Tax Credit Program

To the Project Owner: Llano DMA Housing, L.P.  
5121 Bee Caves Road, Suite 201  
Austin, TX 78746  
Attn: Diana McIver

The Department, and the Project Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. This Agreement may not be amended or modified except by written instrument signed by Project Owner and approved by Department, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the real property records in the county where the Property is located. Upon request by the Department, the Project Owner agrees that it will take all actions necessary to effect any amendment of this Declaration which may be necessary in the Department's sole discretion to comply with the Code, and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Tax Credits.

(d) Subordination of Declaration. This Declaration and the restrictions hereunder are subordinate to all loans and loan documents, if any, relating to the Project, except as provided in Sections 5(b)(1) and 5(c) hereof and in the Consent and Subordination of Existing Lienholder, with respect to each existing lienholder, attached hereto.

(e) Governing Law. This Declaration shall be governed by the laws of the State of Texas, and, where applicable, the laws of the United States of America.

(f) Survival of Obligations. The obligations of the Project Owner as set forth herein and in the Application shall survive the allocation of the Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation.

(g) Interpretation. The Department's interpretation of this Declaration shall be controlling for purposes of determining whether (i) the Compliance Period and/or Credit Period shall have commenced, (ii) this Declaration shall have been terminated in accordance with Section 5 hereof, and (iii) the Additional Use Restrictions elected at Appendix A hereto, if any, shall have been complied with.



IN WITNESS WHEREOF, the Project Owner has caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

PROJECT OWNER:  
LLANO DMA HOUSING, L.P.

By: DMA Community Partners, LLC  
its General Partner

By: [Signature]  
Diana McIver, President

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the  
31<sup>st</sup> day of October, 2002

by Diana McIver  
Name  
President

Title

of DMA Community Partners, LLC  
General Partner

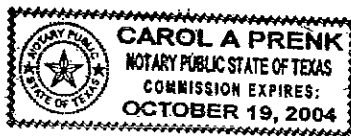
of Llano DMA Housing, L.P.  
Project Owner Name

a Limited Partnership  
Type of Partnership

on behalf of said Limited Partnership  
Type of Partnership

[Signature]

Notary Public



TEXAS DEPARTMENT OF HOUSING AND

COMMUNITY AFFAIRS

By: [Signature]

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12<sup>th</sup>  
day of November, 2002

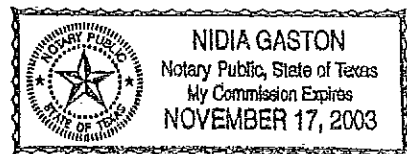
by David P. Burrell  
Director of Housing Programs

Title

of the Texas Department of Housing and Community  
Affairs, a public and official department of the State of  
Texas, on behalf of said department.

[Signature]

Notary Public, State of Texas



ADDENDUM A TO DECLARATION - CONSENT AND SUBORDINATION OF LIENHOLDER

[To be executed by each lienholder on the project as of the effective date of the declaration.]

The undersigned lienholder ("Lienholder") hereby consents to the execution by Project Owner of the foregoing Declaration for Legend Oaks (the "Project Improvements").

Lienholder hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

Lienholder acknowledges and agrees that, pursuant to Section 5(b)(1) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or deed in lieu of foreclosure, upon the recorded declaration of the party so acquiring the building (unless it is determined that such acquisition is part of an arrangement with Borrower a purpose of which is to terminate such period); provided, however, Lienholder hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the project.

Executed to be effective the 29<sup>th</sup> day of October, 2002.

LIENHOLDER: AIG SUNAMERICA INC

By: [Signature]

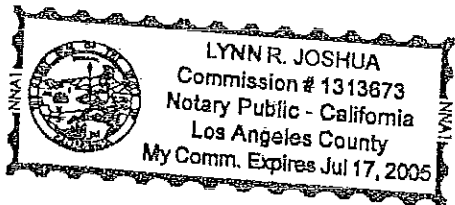
Name: Michael L. Fowler

Title: Vice President

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael L. Fowler, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of such document, executed the same voluntarily. Given under my hand, official seal this 29<sup>th</sup> day of October, 2002.



[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_

ADDENDUM A TO DECLARATION - CONSENT AND SUBORDINATION OF LIENHOLDER

[To be executed by each lienholder on the project as of the effective date of the declaration.]

The undersigned lienholder ("Lienholder") hereby consents to the execution by Project Owner of the foregoing Declaration for Legend Oaks (the "Project Improvements").

Lienholder hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

Lienholder acknowledges and agrees that, pursuant to Section 5(b)(1) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or deed in lieu of foreclosure, upon the recorded declaration of the party so acquiring the building (unless it is determined that such acquisition is part of an arrangement with Borrower a purpose of which is to terminate such period); provided, however, Lienholder hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the project.

Executed to be effective the 25th day of October, 2002

LIENHOLDER: Compass Bank

By: [Signature]

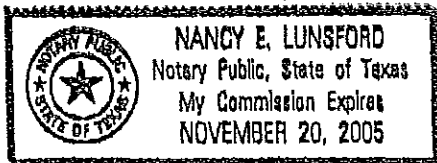
Name: David L. Roberts

Title: Senior Vice President

STATE OF TEXAS

COUNTY OF TRAVIS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David L. Roberts, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of such document, executed the same voluntarily. Given under my hand, official seal this 25th day of October, 2002.



Nancy Lunsford  
Notary Public

My Commission expires: \_\_\_\_\_

EXHIBIT A TO DECLARATION - LEGAL DESCRIPTION

**FRED L. THOMPSON & ASSOCIATES, P. C.**  
 P. O. BOX 74 LLANO, TEXAS 78643-0074  
 Registered Professional Land Surveyor No. 1739  
 Licensed State Land Surveyor  
 915-247-4510 (O) 915-247-1043 (F)

PAGE 2 OF 2

FIELD NOTES OF 4.007 ACRES OF LAND IN LLANO COUNTY, TEXAS.

The tract of land described hereon and on the accompanying plat contains 4.007 acres more or less in Llano County, Texas, out of the Daniel T. Fitchett Survey No. 220, Abstract 209, and out of the Northwest corner of a tract of land called 106.996 acres in a Deed from Dan Hoerster, et al to Legends, Ltd. recorded in Volume 0822, Page 126, Llano County Official Public Records, and is out of and part of that certain tract of land described as 8.00 acres in a deed to Jennifer McMillan recorded in Volume 1063, Page 340, Llano County Official Public Records and is described by metes and bounds as follows:

Beginning at a 1/2" iron rod found (Record Basis of Bearing) by a fence corner in the south line of Texas State RM Highway No. 152 recorded in Volume 77, Page 266, Llano County Deed Records for the northeast corner of a tract of land described as 1 acre in a Deed to Lee Duncan recorded in Volume 78, Page 50, Llano County Deed Records, the northwest corner of the above said 106.996 acre tract, the northwest corner of the above said 8.00 acre tract and the northwest corner hereof;

Thence southeasterly with the arc of a curve to the left, (Record Basis of Bearing) through a central angle of 01° 30' 06", a radius of 2904.79 feet, an arc distance of 76.14 feet, a chord bearing of S 85° 35' 08" E 76.14 feet to a concrete monument found opposite Station 895 + 71.1;

Thence S 86° 22' 21" E (S 86° 29' 19" E) 169.78 (169.96) feet with the south right of way line to a 1/2" iron rod found;

Thence southeasterly with the arc of a curve to the right through a central angle of 91° 24' 34" (89° 12' 44"), a radius of 20.00 feet, an arc distance of 31.91 feet (30.68 feet), the chord bearing S 44° 31' 52" E (S 41° 12' 40" E) 28.63 feet (27.76 feet) to a 1/2" iron rod found;

Thence with the west line by agreement of a 60 feet wide access easement set out in Exhibit B, Section A of said Deed recorded in Volume 0822, Page 126, Llano County Official Public Records, same being a perpetual access easement reserved by Arrowhead bank in Volume 713, Page 89, Llano County Official Public Records, southeasterly with the arc of a curve to the left through a central angle of 16° 09' 18", a radius of 690.00 feet, an arc distance of 194.55 feet, the chord bearing S 04° 53' 02" E (S 05° 21' 14" E) 193.91 feet to a 1/2" iron rod found;

Thence S 13° 25' 53" E 66.36 feet with the west line of said 60 feet wide access easement to a 1/2" iron rod found;

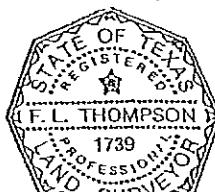
Thence with the west line of said 60 feet wide access easement southeasterly with the arc of a curve to the right through a central angle of 18° 40' 55", a radius of 630.00 feet, an arc distance of 205.42 feet, the chord bearing S 04° 05' 26" E 204.51 feet to a 1/2" iron rod found;

Thence S 05° 15' 02" W 62.80 feet with west line of said 60 feet wide access easement to a 1/2" iron rod set for the southeast corner hereof from which a 1/2" iron rod found for the southeast corner of the said 8.00 acre McMillan tract lies S 13° 41' 12" W 433.48 feet;

Thence N 80° 02' 18" W 399.64 feet to a 1/2" iron rod set in the east fence line of a tract of land described in a deed to Walter D. Roberts recorded in Volume 81, Page 100, Llano County Deed Records from which a point for the southwest corner of the said 8.00 acre tract lies 09° 51' 19" W 435.24 feet and from there a 1/2" iron rod found for the southwest corner of the said 106.996 acre Legends, LTD tract lies S 09° 15' 16" E 1310.81 feet;

Thence with the west line of the said 106.996 acre tract, the west line of the said 8.00 acre tract, the west line hereof and the fence, the following courses and distances:  
 N 10° 02' 47" E (N 09° 24' 58" E) 61.96 feet to an iron pipe post in the fence;  
 N10° 02' 56" E 256.79 feet to an iron pipe post found for the southeast corner of the said 1 acre Duncan tract; and  
 N10° 05' 20" E 181.11 feet to the Place of Beginning and containing 4.007 acres more or less.

I, F. L. Thompson, a Registered Professional Land Surveyor, do hereby certify that the field notes hereon with accompanying plat are a true and correct representation and delineation of a survey made on the ground under my direction and supervision on the 7th day of December, 2000. Witness my hand and seal this the 8th day of December, 2000.



*F. L. Thompson*  
 F. L. Thompson, Reg. Prof. Land Surv. No. 1739  
 P.O. Box 74, Llano, Tx 78643

**APPENDIX A - ADDITIONAL USE RESTRICTIONS**  
(Check all restrictions which were elected at the time of Application.)

**Additional Rent and Occupancy Restrictions**

At least \_\_\_ Units in the Project must be occupied by Tenants at or below \_\_\_% of Area Median Gross Income. The rents for these Units must not be higher than the allowable tax credit rents at the \_\_\_% AMGI level.

**Additional Rent and Occupancy Restrictions for Developments with below market rate HOME funding included in the total eligible basis and utilizing the "9%" Applicable Percentage**

At least 40% Units in the Project must be occupied by Tenants at or below 50% of Area Median Gross Income.

**Longer Compliance Period and Extended Use Period**

The Compliance Period shall be a period of 25 consecutive taxable years and the Extended Use Period shall be a period of 40 consecutive taxable years, each commencing with the first year of the Credit Period.

**Material Participation by Qualified Nonprofit Organization**

Throughout the Compliance Period, a "qualified nonprofit organization" within the meaning of Section 42(h)(5)(C) of the Code shall control the Project as defined in the QAP and shall materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the Project. At the time this Declaration is filed, the qualified nonprofit organization which shall own such interest and shall so materially participate in the development and operation of the Project is \_\_\_\_\_. The Project Owner shall notify the Department (i) of any change in the status or role of such organization with respect to the Project and (ii) if such organization is proposed to be replaced by a different qualified nonprofit organization.

**Historically Underutilized Businesses (HUB)**

Throughout the Compliance Period, unless otherwise permitted by the Department, the HUB shall remain the Managing General Partner. The HUB must also maintain regular, continuous, and substantial participation in the development, operation and ownership of the project. At the time this Declaration is filed, the HUB which serves as the Managing General Partner is DMA Community Partners, LLC. The Project Owner shall notify the Department (i) of any change in the status or role of such organization with respect to the Project and (ii) if such organization is proposed to be replaced by a different qualified HUB.

**Supportive Services**

Throughout the Compliance Period, unless otherwise permitted by the Department, a Local Tax Exempt Organization shall provide the following special supportive services that would not otherwise be available to the tenants: Nutrition, transportation, homemaker services, leisure/recreation.

At the time this Declaration is filed, the organization(s) providing these services is Hill Country Community Action Agency. The Project Owner shall notify the Department (i) of any change in the status or role of such organization with respect to the Project and (ii) if such organization is proposed to be replaced by a different qualified Tax Exempt Organization.

APPENDIX A - ADDITIONAL USE RESTRICTIONS – CONTINUED

Transitional Housing for the Homeless

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide transitional housing for homeless persons, on a non-transient basis, with supportive services designed to assist Tenants in locating and retaining permanent housing.

Public Housing Waiting Lists

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project Owner shall consider prospective Tenants referred to from the waiting list of the Housing Authority of Llano.

**ELDERLY DEVELOPMENTS<sup>1</sup>**

1996 Elderly Projects

Throughout the Compliance Period, unless otherwise permitted by the Department, this project must conform to the Federal Fair Housing Act and must be a project which:

- (i) is intended for, and solely occupied by persons 60 years of age or older (excluding those occupied by an employee or owner); and
- (ii) adheres to policies and procedures which demonstrate a firm commitment by the owner and manager to provide housing for persons 60 years of age or older.

1997 Elderly Projects

Throughout the Compliance Period, unless otherwise permitted by the Department, this project must conform to the Federal Fair Housing Act and must be a project:

- (i) in which all of the Units are intended for, and occupied by at least one person who is 62 years of age or older (excluding those occupied by an employee or owner); and
- (ii) that adheres to policies and procedures which demonstrate a firm commitment by the owner and manager to provide housing for Persons 62 years of age or older.

1998 & 1999 Elderly Projects

Throughout the Compliance Period, unless otherwise permitted by the Department, this project must conform to the Federal Fair Housing Act and must be a project which:

- (i) is intended for, and solely occupied by Persons 62 years of age or older; or
- (ii) in which all Units (excluding those occupied by an employee or owner) are constructed for, and occupied by at least one Person who is 60 years of age or older; and
- (iii) adheres to policies and procedures which demonstrate a firm commitment by the owner and manager to provide housing for Persons 60 years of age or older.

2000 Elderly Projects

Throughout the Compliance Period, unless otherwise permitted by the Department, this project must conform to the Federal Fair Housing Act and must be a project which:

- (i) is intended for, and solely occupied by Persons 62 years of age or older; or
- (ii) is intended and operated for occupancy by at least one person 55 years of age or older per unit, where at least 80% of the total housing units are occupied by at least one person who is 55 years of age or older; and
- (iii) adheres to policies and procedures which demonstrate an intent by the owner and manager to provide housing for persons 55 years of age or older.

<sup>1</sup> Note: The Federal Fair Housing Act requires, generally, that projects which are limited to occupancy by older persons either (i) be restricted to households in which all members are 62 years or older or (ii) to households in which at least one member is 55 years or older. See 24 C.F.R. §§100.300-100.304 for exact requirements. All tax credit projects must comply with these requirements, as applicable under Federal law, in addition to the Declaration.





**APPENDIX A - ADDITIONAL USE RESTRICTIONS - HANDICAPPED ACCESSIBILITY**

(Only Projects which made a Handicapped Accessibility election should include this page as part of the LURA.)

**Handicapped Accessibility for 1996 Allocations**

Throughout the Compliance Period, unless otherwise permitted by the Department, the percentage of Units which are/will be designed to meet American National Standards for buildings and facilities providing accessibility and usability for Persons with Disabilities [ANSI A117.1 - 1986 or successor] and will conform to the Fair Housing Act is indicated below. "Equipped" means that features that make the Units fully usable to such persons are installed in the Units at the time of construction or provisions have been included in construction for easy modification to meet the ANSI A117.1 standards. For Units targeted for tenants with mental disabilities, the Project must maintain a referral agreement with an entity that provides on-site supportive services specifically designed for such tenants.

- 6% to 10% of Units are set-aside for persons with physical disabilities or targeted for persons with mental disabilities.
- 11% to 15% of Units are set-aside for persons with physical/mental disabilities.
- 16% + of Units are set-aside for persons with physical/mental disabilities.

**Handicapped Accessibility for 1997 and 1998 Allocations**

Throughout the Compliance Period, unless otherwise permitted by the Department, the percentage of Units which are/will be designed to meet American National Standards for buildings and facilities providing accessibility and usability for Persons with Disabilities (ANSI A117.1 - 1992 or successor) and will conform to the Fair Housing Act is indicated below. "Equipped" means that features that make the Units fully usable to such persons are installed in the Units at the time of construction or provisions have been included in construction for easy modification to meet the ANSI A117.1 standards. The Department will require a minimum of two years during which set-aside units must either be occupied by tenants who are physically or mentally disabled or held vacant while being marketed to such tenants. If after this two year period, the Project Owner is unable to locate qualified Persons with disabilities following a good-faith effort, the units may be rented to tenants without disabilities, provided that the next available unit (from among those set-aside for Persons with disabilities) shall first be made available to Persons with disabilities. To comply with this provision all Project Owners must maintain a waiting list of qualified tenants with disabilities throughout the Compliance Period. When such Units become available, Project Owners must contact persons on the waiting list and/or provide notice to local service providers that such Units are available.

- 6% to 10% of Units are set-aside for persons with physical or mental disabilities;
- 11% to 15% of Units are set-aside for persons with physical/mental disabilities; or,
- 16% + of Units are set-aside for persons with physical/mental disabilities.

**APPENDIX A - ADDITIONAL USE RESTRICTIONS - HANDICAPPED ACCESSIBILITY**

(Only Projects which made a Handicapped Accessibility election should include this page as part of the LURA.)

- Handicapped Accessibility for 1999 Allocations, Option §50.6(c)(6)(B)(i) or  
Handicapped Accessibility for 2000 Allocations, Option §49.6(c)(6)(B)(i)**

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project Owner agrees to set aside units for Persons with Disabilities. The Department will require a minimum of nine months during which the set aside units must either be occupied by tenants who are physically or mentally disabled or held vacant while being marketed to such tenants. The nine month period will begin on the date that each building receives its certificate of occupancy. For buildings which do not receive a certificate of occupancy, the nine month period will begin on the placed in service date as provided in the Cost Certification Manual. When a qualified tenant is located, the Project Owner will be responsible for adapting the unit per the tenant's requirements. The cost of adapting the unit will be borne by the Project Owner. If the Project Owner is unable to locate qualified Persons with Disabilities following a good-faith effort throughout the nine month set aside period, then the units may be rented to tenants without disabilities, provided that the next available unit (from among those set aside for Persons with Disabilities) shall first be made available to Persons with Disabilities. To comply with this provision, the Project Owner must maintain a waiting list of qualified tenants with disabilities throughout the Compliance Period. Each time a Unit set aside for Persons with Disabilities becomes available, the Project Owner must contact persons on the waiting list and/or provide notice to local service providers that such Units are available. If the waiting list or the local service provider cannot locate a qualified tenant for the next available unit, then the unit may be rented to a tenant without disabilities.

- (a) For physical disabilities, such Units must be designed to meet American National Standards for buildings and facilities providing accessibility and usability for Persons with Disabilities (ANSI A117.1 - 1986) and will conform to the Fair Housing Act.
- (b) For persons with mental disabilities, there must be a contract to provide appropriate supportive services for persons with mental disabilities between the Project Owner and an experienced service provider.

- At least 7% of the Units are set-aside for persons with physical or mental disabilities; or  
 at least 10% of the Units are set-aside for persons with physical or mental disabilities.

- Handicapped Accessibility for 1999 Allocations, Option §50.6(c)(6)(B)(ii) or  
Handicapped Accessibility for 2000 Allocations, Option §49.6(c)(6)(B)(ii)**

The subject development provides Units specifically accessible to persons with physical, visual or hearing disabilities as required by §504 of the Rehabilitation Act of 1973. As required by §504, a one time inspection and corresponding Accessibility Transition Plan will be required upon completion of construction. Project Owners making this election must also comply with the Fair Housing Act.

- At a minimum, 5% of the units must be usable for persons with mobility impairments and 2% of the units shall be made accessible for people with hearing or visual impairments; or  
 at a minimum 10% of the units must be usable for persons with mobility impairments and 2% of the units shall be made accessible for people with hearing or visual impairments.

APPENDIX A - ADDITIONAL USE RESTRICTIONS - RIGHT OF FIRST REFUSAL

(Only Projects which made a Right of First Refusal election should include this page as part of the LURA.)

Right of First Refusal to Tenant or Qualified Nonprofit Organizations for 1997 allocations

The Project Owner has entered into an Agreement for Provision of the Right of First Refusal with the Department. If at any time after the fifteenth year of the Compliance Period, the Project Owner shall determine to sell the Project, this agreement shall serve as evidence that the sponsor agrees to provide, and provides, to a qualified nonprofit organization (as defined in §42 (h) (5) (C) of the code) or a tenant organization, a right of first refusal to purchase the Project for the minimum purchase price provided in, and in accordance with the requirements of §42 (i) (7) (B) of the Code as shown below.

“(B) Minimum purchase price. The minimum purchase price under this subparagraph is an amount equal to the sum of-

- (i) the principal amount of outstanding indebtedness secured by the building (other than indebtedness incurred within the 5-year period ending on the date of the sale to the tenants), and
- (ii) all Federal, State, and local taxes attributable to such sale.

Except in the case of Federal income taxes, there shall not be taken into account under clause (ii) any additional tax attributable to the application of clause (ii).”

Sponsor will provide this right of first refusal in either of the following ways:

*(Check Only One)*

- (i) by entering into an agreement with a specific qualified nonprofit organization (or tenant organization) providing for such right of first refusal. The qualified nonprofit organization will be \_\_\_\_\_ . *In the event that this organization is not operating when the right of first refusal is to be made, the right of first refusal must be provided to another qualified nonprofit organization.*
- (ii) by entering into an agreement with the Department providing that upon the earlier of:
  - (I) the Sponsor's determination to sell the Project, or
  - (II) the Sponsor's request to the Department, pursuant to §42 (h) (6) (I)<sup>2</sup> of the Code, to find a buyer who will purchase the Project pursuant to a "qualified contract" within the meaning of §42 (h) (6) (F) of the Code, the Department shall be authorized to identify a qualified nonprofit organization (or tenant organization) to which the Sponsor shall sell the Project at the minimum purchase price provided in §42 (i) (7) (B) of the Code (as fully described above).

<sup>2</sup> “(I) Period for finding buyer. The period referred to in this subparagraph is the 1-year period beginning on the date (after the 14th year of the compliance period) the taxpayer submits a written request to the housing credit agency to find a person to acquire the taxpayer's interest in the low-income portion of the building.”

APPENDIX A - ADDITIONAL USE RESTRICTIONS - RIGHT OF FIRST REFUSAL

(Only Projects which made a Right of First Refusal election should include this page as part of the LURA.)

Right of First Refusal to Tenant or Qualified Nonprofit Organizations for 1998, 1999 and 2000 allocations

The Project Owner has entered into an Agreement for Provision of the Right of First Refusal with the Department. If at any time after the fifteenth year of the Compliance Period, the Project Owner shall determine to sell the Project, this agreement shall serve as evidence that the sponsor agrees to provide, and provides, to a qualified nonprofit organization (as defined in §42 (h) (5) (C) of the code) or a tenant organization, a right of first refusal to purchase the Project for the minimum purchase price provided in, and in accordance with the requirements of §42 (i) (7) (B) of the Code as shown below.

“(B) Minimum purchase price. The minimum purchase price under this subparagraph is an amount equal to the sum of-

- (i) the principal amount of outstanding indebtedness secured by the building (other than indebtedness incurred within the 5-year period ending on the date of the sale to the tenants), and
- (ii) all Federal, State, and local taxes attributable to such sale.

Except in the case of Federal income taxes, there shall not be taken into account under clause (ii) any additional tax attributable to the application of clause (ii).”

Sponsor agrees that the LURA with respect to the Project will, in substance, contain the following terms:

(i) Upon the earlier to occur of:

(I) the Sponsor's determination to sell the Project, or

(II) the Sponsor's request to the Department, pursuant to §42 (h)(6)(I) of the Code, to find a buyer who will purchase the Project pursuant to a "qualified contract" within the meaning of §42 (h)(6)(F) of the Code, the Sponsor shall provide a notice of intent to sell the Project ("Notice of Intent") to the Department and to such other parties as the Department may direct at that time. If the Sponsor determines that it will sell the Project at the end of the Compliance Period, the Notice of Intent shall be given no later than two years prior to expiration of the Compliance Period.

(ii) During the two years following the giving of Notice of Intent, the Sponsor may enter into an agreement to sell the Project only in accordance with a right of first refusal for sale at the Minimum Purchase Price with parties in the following order of priority:

(I) during the first six-month period after the Notice of Intent, only with a Qualified Nonprofit Organization that is also a community housing development organization, as defined for purposes of the federal HOME Investment Partnerships Program at 24 C.F.R. § 92.1 (a "CHDO") and is approved by the Department;

(II) during the second six-month period after the Notice of Intent, only with a Qualified Nonprofit Organization or a Tenant Organization; and

(III) during the second year after the Notice of Intent, only with the Department or with a Qualified Nonprofit Organization approved by the Department or a Tenant Organization approved by the Department.

(iii) After the later to occur of (I) the end of the Compliance Period or (II) two years from delivery of a Notice of Intent, the Sponsor may sell the Project without regard to any right of first refusal established by the LURA if: (x) no offer to purchase the Project at or above the Minimum Purchase Price has been made by a Qualified Nonprofit Organization, a Tenant Organization or the Department, or (y) a period of 120 days has expired from the date of acceptance of such offer without the sale having occurred, provided that the failure to close within such 120-day period shall not have been caused by the Sponsor or matters related to the title for the Project.

(iv) At any time prior to the giving of the Notice of Intent, the Sponsor may enter into an agreement with one or more specific Qualified Nonprofit Organizations and/or Tenant Organizations to provide a right of first refusal to purchase the Project for the Minimum Purchase Price, but any such agreement shall only permit purchase of the Project by such organization in accordance with and subject to the priorities set forth in paragraph (ii) of this section.

(v) The Department shall, at the request of the Sponsor, identify in the LURA a Qualified Nonprofit Organization or Tenant Organization which shall hold a limited priority in exercising a right of first refusal to purchase the Project at the Minimum Purchase Price, in accordance with and subject to the priorities set forth in paragraph (ii) of this section.

APPENDIX A - MINIMUM APPLICABLE FRACTION BY BUILDING

Building Number	Building Identification Number (BIN)	Minimum Applicable Fraction
1.	TX-00-15501	100%
2.	TX-00-15502	100%
3.	TX-00-15503	100%
4.	TX-00-15504	100%
5.	TX-00-15505	50%
6.	TX-00-15506	0%
7.	TX-00-15507	50%
8.	TX-00-15508	100%
9.	TX-	
10.	TX-	
11.	TX-	
12.	TX-	
13.	TX-	
14.	TX-	
15.	TX-	
16.	TX-	
17.	TX-	
18.	TX-	
19.	TX-	
20.	TX-	
21.	TX-	
22.	TX-	
23.	TX-	
24.	TX-	
25.	TX-	
26.	TX-	
27.	TX-	
28.	TX-	
29.	TX-	
30.	TX-	
31.	TX-	
32.	TX-	
33.	TX-	
34.	TX-	
35.	TX-	
36.	TX-	
37.	TX-	
38.	TX-	

03-982

11-GF# 20036 Ks  
RETURN TO: HERITAGE TITLE  
98 SAN JACINTO BLVD., STE. 400  
AUSTIN, TEXAS 78701

**LAND USE RESTRICTION AGREEMENT**

(Multifamily Properties)

GF# 2002.21

THE STATE OF TEXAS §

§

COUNTY OF LLANO §

**RECORDER'S MEMORANDUM**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

THIS LAND USE RESTRICTION AGREEMENT ("Agreement") is made and entered into to be effective this 4th day of September, 2002, by and between **LLANO DMA HOUSING, L.P.**, a Texas limited partnership ("Owner"), and **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("Department"), a public and official department of the State of Texas.

RECITALS:

Owner is the owner of certain improvements (the "Improvements"), known as Legend Oaks (the "Project") situated on real property (the "Land") located in the City of Llano, County of Llano, State of Texas, more fully described in Exhibit "A" attached hereto and incorporated herein by reference. The Land and Improvements are hereinafter collectively referred to as the "Property".

Of even date herewith, the Department has agreed to loan certain funds (the "Loan") to Owner in accordance with that certain Construction Loan Agreement executed by and between Owner and the Department, which funds shall be used by Owner for the construction of the Project.

As a condition to the Department's making the Loan, Owner must agree to comply with certain occupancy, rent and other restrictions, and the parties have entered into this Agreement to evidence Owner's agreement to comply with such restrictions during the Term (hereinafter defined).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I**  
**Definitions**

**Section 1.1. General.** Capitalized terms used in this Agreement shall have, unless the context clearly requires otherwise, the meanings specified in this Article I. Certain additional terms may be defined elsewhere in this Agreement.

- (a) "Act" means TEX. GOV'T CODE Chap. 2306, as amended from time to time.

(b) **"Agreement"** means this Land Use Restriction Agreement, as it may from time to time be amended.

(c) **"Annual Income"** means "annual income" as defined in 24 CFR part 5.609.

(d) **"Department Compliance Monitoring Procedures"** means procedures and requirements adopted or imposed by the Department for the purpose of monitoring the Property for compliance with this Agreement, Title VI of the Civil Rights Act of 1964, The Fair Housing Act, E.O. 11063 and HUD regulations issued pursuant thereto, including those inspections and examinations allowed pursuant to Section 2306.231 of the Act.

(e) **"Extremely Low Income Families"** means families and individuals whose Annual Incomes do not exceed thirty percent (30%) of the area median income in the area in which the Property is located, as determined by the Department in accordance with the Act.

(f) **"Low Income Families"** means families and individuals whose Annual Incomes do not exceed eighty percent (80%) of the area median income in the area in which the Property is located, as determined by the Department in accordance with the Act.

(g) **"Owner"** means LLANO DMA HOUSING, L.P., as set forth at the beginning of this Agreement, or any successor in title to the Property.

(h) **"Project"** means Owner's activities concerning the ownership and operation of the Property, a 48-Unit development. The general reference name for the Project is Legend Oaks.

(i) **"Qualified Tenant"** means a family or individual tenant of a Qualifying Unit who satisfies the requirements of Section 2.2(a) of this Agreement with respect to such Qualifying Unit.

(j) **"Qualifying Unit"** means a unit that (i) is rented to either a Low Income Family, Very Low Income Family, or Extremely Low Income Family and (ii) is used in complying with the low income occupancy requirements of Section 2.2(a) of this Agreement.

(k) **"Regulations"** means the Housing Trust Fund Rules set forth in 10 TEX. ADMIN. CODE § 51.1, et seq. and all amendments thereto.

(l) **"Special Needs Individual" or "Special Needs Family"** means an individual or family of Low Income, Very Low Income or Extremely Low Income who is considered disabled or handicapped under a state or federal law, or who is elderly (60 years or more) ("Elderly"), or as otherwise designated by Owner in its loan application and approved by the Department or as otherwise designated by the Department.

(m) **"Term"** means the period commencing on the date hereof and ending on the date which is the earlier to occur of the following:

(1) the date upon which there is a change in state or federal law which prevents the Department from enforcing this Agreement; or

(2) the date which is forty (40) years from the effective date of this Agreement.

(n) **"Unit"** means a residential accommodation constituting a part of the Property and containing separate and complete living facilities.

(o) **"Very Low Income Families"** means families and individuals whose Annual Incomes do not exceed sixty percent (60%) of area median income in the area in which the Property is located, as determined by the Department in accordance with the Act.

**Section 1.2. Generic Terms.** Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined in this Article I and/or the terms otherwise used in this Agreement their proper meanings.

## **ARTICLE II**

### **Use and Occupancy of the Property**

**Section 2.1. Use of the Property.** During the Term, Owner will maintain the Property as multifamily rental housing and will rent or hold available for rental each Unit on a continuous basis.

#### **Section 2.2. Occupancy Requirements.**

(a) Subject to subsection (c), during the Term, Owner will set aside thirty-six (36) Qualifying Units of the 48 Unit development to be made continuously available as follows:

(i) Zero (0) Units of the thirty-six (36) Qualifying Units shall be made available for occupancy by Low Income Families, thirty-three (33) Units of the thirty-six (36) Qualifying Units shall be made available for occupancy by Very Low Income Families, and three (3) Units of all Qualifying Units shall be made available for occupancy by Extremely Low Income Families.

In addition, all thirty-six (36) Qualifying Units shall be made available for occupancy by Special Needs Individuals or Special Needs Families, as follows: All 36 for Elderly, and additionally 1 of all 36 Elderly Units for sight and hearing impaired, and 3 of all 36 Elderly Units for wheelchair, unless a survey (the form and methodology of which is satisfactory to the Department in its sole discretion) conducted by the Owner or the Department, justifies a lesser need, in which event the Department may lower the Special Needs Individual or Family



occupancy requirement to correspond to the amount of need found by the Owner or the Department.

(b) (i) The determination of whether the Annual Income of a family or individual occupying or seeking to occupy a Qualifying Unit exceeds the applicable income limit shall be made prior to admission of such family or individual to occupancy in a Qualifying Unit (or to designation of a Unit occupied by such family or individual as a Qualifying Unit). Thereafter such determinations shall be made at least annually on the basis of an examination or reexamination of the anticipated Annual Income of the family or individual.

(ii) If the Annual Income of a Qualified Tenant which is an Extremely Low Income Family shall be determined upon reexamination to exceed the applicable income limit for Extremely Low Income Families, but does not exceed the applicable income limit for Very Low Income Families, the Unit shall be counted as occupied by a Qualified Tenant which is a Very Low Income Family other than an Extremely Low Income Family during such family's or individual's continuing occupancy of such Unit in accordance with Subsection (b) (iii) below and Owner shall be required to make the next available Qualifying Unit available for occupancy in accordance with Subsection (b) (iv) below.

(iii) If the Annual Income of a Qualified Tenant shall be determined upon reexamination to exceed the applicable income limit for Low Income Families, the Unit occupied by such family or individual shall be counted as occupied by a Qualified Tenant [and such family or individual shall be considered, for purposes of Subsection (a) and Article III, a Qualified Tenant which is a Low Income Family (other than a Very Low Income Family)] so long as (A) the Annual Income of such family or individual shall not be determined to exceed 140 percent (140%) of the applicable income limit for Low Income Families, or (B) if the Annual Income of such family or individual shall be determined to exceed 140 percent (140%) of the applicable income limit for Low Income Families, so long as each Unit of comparable or smaller size in the Property which is or becomes available is occupied or held available for occupancy by a new resident whose Annual Income does not exceed the applicable income limit for Low Income Families (or a Unit other than a Qualifying Unit occupied by a family or individual whose Annual Income is determined to not exceed the applicable income limit for Low Income Families is designated a Qualifying Unit) until the occupancy requirements of Subsection (a) are met without counting such over-income family or individual.

(iv) If the required occupancy by Extremely Low Income Families is not met at any time but the required occupancy by Very Low Income Families is met, Owner shall not be required to make the next available Unit in the Property available to an Extremely Low Income Family but shall be required to make each Qualifying Unit vacated by a Very Low Income Family available for occupancy by an Extremely Low Income Family until the required occupancy by Extremely Low Income Families is met.

(v) If neither the required occupancy by Extremely Low Income Families or Very Low Income Families nor the required occupancy by Very Low Income Families, if applicable [including families or individuals counted as Low Income Families in accordance with

Subsection (b) (iii)] is met at any time, preference (as between potential tenants on a waiting list or simultaneous applicants) must be given to Extremely Low Income Families and then to Very Low Income Families in the renting of each Unit in the Property which becomes available until the required occupancy by the Very Low Income Families is met, after which the rule of Subsection (b) (iv) will apply, if necessary.

(c) Anything to the contrary in the foregoing notwithstanding, Owner will not terminate the occupancy of any tenants in occupancy on the effective date hereof that are not Low Income Families, Very Low Income Families, or Extremely Low Income Families for purposes of meeting the requirements of this section. In the event that Owner is unable to comply with the occupancy requirements of this Section because of the occupancy as of the effective date hereof of any Units by tenants who are not Low Income Families, Very Low Income Families, or Extremely Low Income Families or who have not been determined to be Qualified Tenants, Owner will be in compliance with this section if each Unit which thereafter becomes vacant is occupied or held available for occupancy by Low Income Families, Very Low Income Families, or Extremely Low Income Families as the case may be, in accordance with the requirements of Subsection (b) until the low income occupancy requirements of this Section 2.2 are met.

### ARTICLE III

#### Rent

##### **Section 3.1. Rent Limitations for Qualified Tenants.**

(a) (i) The gross rent charged by Owner for Qualifying Units designated as Extremely Low Income Families shall not exceed the maximum rent for Extremely Low Income Families for Units of the applicable size in the area, as established by the Department. Such maximum rent shall not be greater than thirty percent (30%) of the income of a family whose income equals thirty percent (30%) of area median income, with adjustment for family size based upon Unit type (or number of bedrooms in the Unit).

(ii) The gross rent charged by Owner for Qualifying Units designated as Very Low Income Families shall not exceed the maximum rent for Very Low Income Families for Units of the applicable size in the area, as established by the Department. Such maximum rent shall not be greater than thirty percent (30%) of the income of a family whose income equals sixty percent (60%) of area median income, with adjustment for family size based upon Unit type (or number of bedrooms in the Unit).

(iii) The gross rent charged by Owner for Qualifying Units designated as Low Income Families other than Very Low Income Families shall not exceed the maximum rent for Low Income Families for Units of the applicable size in the area, as established by the Department. Such maximum rent shall be not greater than thirty percent (30%) of the income of a family whose income equals sixty-five percent (65%) of area median income, with adjustment for family size based upon Unit type (or number of bedrooms in the Unit).

For purposes of this Section 3.1(a), "gross rent" (i) does not include any payment under Section 8 of the United States Housing Act of 1937 or any comparable rental assistance program (with respect to such unit or occupants thereof), (ii) includes any utility allowance determined by the Secretary of HUD (as hereinafter defined) after taking into account such determinations under Section 8 of the United States Housing Act of 1937, (iii) does not include any fee for a supportive service which is paid to the owner of the unit (on the basis of the low-income status of the tenant of the unit) by any governmental program of assistance (or by an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and exempt from tax under Section 501(a) of the Code if such program (or organization) provides assistance for rent and the amount of assistance provided for rent is not separable from the amount of assistance provided for supportive services, and (iv) does not include any rental payment to the owner of the unit to the extent such owner pays an equivalent amount to the Farmers' Home Administration under Section 515 of the Housing Act of 1949. For purposes of clause (iii), the term "supportive service" means any service provided under a planned program of services designed to enable residents of a residential rental property to remain independent and avoid placement in a hospital, nursing home, or intermediate care facility for the mentally or physically handicapped.

For purposes of this Section 3.1(a), the adjustment for family size based upon unit type is the income limitation which would apply to individuals occupying the unit if the number of individuals occupying the unit were as follows: (i) in the case of a unit which does not have a separate bedroom, 1 individual and (ii) in the case of a unit which has one or more separate bedrooms, 1.5 individuals for each separate bedroom.

(b) Such rents shall be subject to annual adjustments upon publication by the U.S. Department of Housing and Urban Development ("HUD") of revised income limits for all Low Income, Very Low Income and Extremely Low Income Families and Individuals, which adjustments shall be based upon changes in the applicable area median income limits.

(c) If a Qualified Tenant ceases to be considered a Qualified Tenant in accordance with Section 2.2(b), Owner shall, subject to the terms of such tenant's lease, be free to condition such tenant's continued occupancy in the Property upon its payment of a rental charge not subject to the limitations in this Article III.

#### **ARTICLE IV** **Administration**

**Section 4.1. Lease Provisions.** All tenant leases entered into with Qualified Tenants during the Term shall contain provisions wherein each individual tenant (i) certifies the accuracy of the information provided in connection with the examination or reexamination of Annual Income of the household of such lessee, and (ii) agrees that the Annual Income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, that he or she will comply promptly with all requests for information with respect thereto from Owner or the Department, and that his or her failure to timely provide accurate information regarding such requirements (regardless of whether such inaccuracy is intentional or

unintentional) or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her tenancy and constitute cause for immediate termination thereof.

**Section 4.2. Examination and Reexamination of Incomes.**

(a) Owner shall be responsible for the collection, verification and certification of the Annual Income and family composition of Qualified Tenants, and for reexamination of Annual Income and family composition of Qualified Tenants at least annually, in accordance with procedures prescribed by the Department.

(b) As a condition of admission to occupancy of a Qualifying Unit, Owner shall require the household head and other such household members as it designates to execute a Department-approved release and consent authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to Owner and to the Department such information as Owner or Department determines to be necessary. Owner shall also require the household to submit directly documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a household's eligibility as a Qualified Tenant, or for verifying related information. The use or disclosure of information obtained from a household or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this Agreement.

(c) Owner shall not be deemed to be in violation of Articles II and III of this Agreement if, in determining Annual Income and family composition of a Qualified Tenant, (i) Owner has relied in good faith upon information which is supplied to Owner by the tenant, (ii) Owner has no reason to believe such information is false, and (iii) Owner shall have complied with all requirements of the Department with respect to verification of household income and family composition.

**Section 4.3. Certification by Owner.** During the term of this Agreement, Owner, at least annually or as the Department may otherwise approve, shall submit to the Department in a form prescribed by the Department, a certificate of continuing compliance with all occupancy standards, terms and provisions of this Agreement. The certification will also include statistical data relating to race, ethnicity, income and fair housing opportunities.

**Section 4.4. Maintenance of Documents.** All tenant lists, utility allowance documents, applications, leases, lease addenda, tenant and owner certifications, advertising records, waiting lists, rental calculations and rent records, income examinations and reexaminations relating to the Property shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Property, and shall be maintained, as required by the Department, in a reasonable condition for proper audit and subject to examination and photocopying during business hours by representatives of the Department.

**Section 4.5. Compliance Review.** During the Term of this Agreement, Owner agrees to permit Department, or its designated representative, access to the Property at reasonable times, including all parts thereof, for the purpose of performing Department Compliance Monitoring Procedures. The Department periodically will monitor Owner's compliance with the requirements of this Agreement, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063 and HUD regulations issued pursuant thereto, in accordance with Department Compliance Monitoring Procedures. In conducting its compliance review, the Department will rely primarily on information obtained from Owner's records and reports, findings from on-site monitoring, and audit reports. The Department may also consider relevant information gained from other sources, including litigation and citizen complaints. Pursuant to Section 2306.231 of the Act, Owner shall reimburse the Department on demand, for its reasonable costs incurred in connection with monitoring, auditing, inspecting and examining the Owner's compliance with the requirements of this Agreement.

**Section 4.6. Releases.** The Department shall execute such documents as may be required to evidence release of the Property from the covenants and restrictions set forth in this Agreement upon the expiration of the Term as provided in Section 1.1 hereof.

**Section 4.7 Nondiscrimination.** Owner shall select Qualified Tenants for available Units from a written waiting list in chronological order of their application, insofar as it is practical, and without regard as to race, color, family composition, national origin or sex or whether such Qualified Tenants are holders of a certificate of family participation under 24 C.F.R. Part 882 (Rental Certificate Program) or a rental voucher under 24 C.F.R. Part 887 (Rental Voucher Program) or holders of a comparable document evidencing participation in a HOME tenant-based assistance program and without regard as to whether such Qualified Tenants receive or rely on any other rent-based assistance from any state or federal program.

## **ARTICLE V**

### **Representations and Warranties of Owner**

**Section 5.1. Representations and Warranties.** Owner represents and warrants to the Department that:

(a) **Valid Execution.** Owner has validly executed this Agreement and the same constitutes the binding obligation of Owner. Owner has full power, authority and capacity (i) to enter into this Agreement, (ii) to carry out Owner's obligations as described in this Agreement and (iii) to assume responsibility for compliance with all applicable State and Federal rules and regulations including, without limitation, the Regulations.

(b) **No Conflict or Contractual Violation.** To the best of Owner's knowledge, the making of this Agreement and Owner's obligations hereunder:

(i) will not violate any contractual covenants or restrictions (A) between Owner or any third party or (B) affecting the Property;

(ii) will not conflict with any of the instruments that create or establish Owner's authority;

(iii) will not conflict with any applicable public or private restrictions;

(iv) do not require any consent or approval of any public or private authority which has not already been obtained; and

(v) are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against (A) Owner, without regard to capacity, (B) any person with whom Owner may be jointly or severally liable, or (C) the Property or any part thereof.

(c) No Litigation. No litigation or proceedings are pending or, to the best of Owner's knowledge, threatened against Owner which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.

(d) No Bankruptcy. There is not pending or, to Owner's best knowledge, threatened against Owner any case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Owner under any federal, state or other statute, law, regulation relating to bankruptcy, insolvency or relief for debtors.

(e) Conflicting Agreements. Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof. In any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(f) Consideration. Owner has freely and without reservation placed itself under the obligations of this Agreement and acknowledges that the receipt of financial assistance from the Department is an essential part of the consideration for this Agreement.

**SECTION 5.2. INDEMNIFICATION. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT FROM AND AGAINST ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) INCURRED BY THE DEPARTMENT AS A RESULT OF ANY MATERIAL INACCURACY OR BREACH IN ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 5.1 HEREOF.**

**ARTICLE VI**  
**Enforcement and Remedies**

**Section 6.1. Remedies of the Department.**

(a) If Owner defaults in the performance of any of its obligations under this Agreement or breaches any covenant, agreement or restriction set forth herein, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the Department (or for an extended period approved by the Department if the default or breach stated in such notice can be corrected, but not within such 30-day period, unless Owner does not commence such correction or commences such correction within such 30-day period but thereafter does not diligently pursue the same to completion within such extended period), the Department in its sole discretion may (i) apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement, or (ii) take any and all other action at law, in equity or otherwise for such other relief as may be appropriate, it being acknowledged that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default. The Department shall be entitled to its reasonable attorneys' fees in any such judicial action in which the Department shall prevail. The Department shall also be compensated for reasonable fees associated with additional compliance monitoring during corrective periods of non-compliance upon default by Owner hereunder.

(b) Each right, power and remedy of the Department provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Department of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Department of any or all such other rights, powers or remedies.

**Section 6.2. Remedies of Other Parties.** The occupancy and maximum rent requirements set forth in Section 2.2 and Section 3.1, respectively, and Section 4.7 of this Agreement also shall inure to the benefit of, and may be judicially enforced against Owner by, affected Extremely Low Income Families, Very Low Income Families and Low Income Families or affected Special Needs Individuals or Families. As used herein, the term "affected Extremely Low Income Families, Very Low Income Families, and Low Income Families or affected Special Needs Individuals or Families" shall mean families or individuals who are renting a Qualifying Unit or who are eligible to rent a Qualifying Unit in the Project. Any of the persons or entities described above shall be entitled to judicially enforce Section 2.2, Section 3.1, or Section 4.7 of this Agreement in the same manner that the Department may seek judicial enforcement in accordance with Section 6.1, and any such party that prevails in any such judicial action shall be entitled to its reasonable attorneys' fees.

**Section 6.3. Reliance Upon Information.** In carrying out its obligations hereunder, Owner shall be entitled to rely upon information provided by the Department with respect to (i) income limits applicable to Extremely Low Income Families, Very Low Income Families, and Low Income Families (ii) the method for calculating the incomes of such individuals and families, and (iii) the maximum rents which may be charged to such families pursuant to Section 3.1 hereof.

**ARTICLE VII**  
**Miscellaneous**

**Section 7.1. Amendments.** This Agreement may not be amended or modified except by written instrument signed by Owner and the Department, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the Real Property Records of the county in which the Property is located. Owner agrees to enter into such amendments to this Agreement as Department may reasonably request from time to time.

**Section 7.2. Notices.** All notices required or permitted to be given under this Agreement must be in writing. Notice will be deemed effective three days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, and properly addressed to the party to be notified. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

Department:           507 Sabine, Suite 400  
                              P.O. Box 13941  
                              Austin, Texas 78711-3941  
                              Attention: Housing Trust Fund Program Director

with copy to:         Texas Department of Housing and  
                              Community Affairs  
                              507 Sabine, Suite 400  
                              P.O. Box 13941  
                              Austin, Texas 78711-3941  
                              Attention: Director of Compliance

Owner:                 **LLANO DMA HOUSING, L.P.**  
                              5121 Bee Caves Road  
                              Austin, Texas 78746

Any party may change its address for notice purposes by giving notice to the other parties in accordance with this Section 7.2.

**Section 7.3. Entire Agreement.** This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof. There are no



representations, oral or otherwise, other than those expressly set forth herein. Time is of the essence of this Agreement.

**Section 7.4. Cooperation.** Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Department which arise out of any of the matters relating to this Agreement, Owner shall cooperate fully by giving Department all pertinent information and reasonable assistance in the defense or other disposition thereof.

**Section 7.5. Confidence.** To the extent permitted by law, Owner agrees to maintain in confidence the dealings, negotiations and agreements of the parties with respect to the Property and Project, this Agreement, and any affidavits, and will not make public release of information regarding those matters unless the Department approves such disclosure.

**Section 7.6. Choice of Law.** In the event the enforceability or validity of any provision of this Agreement is challenged or questioned, such provision shall be governed by, and shall be construed in accordance with, the laws of the State of Texas or the federal laws, whichever may be applicable.

**Section 7.7. Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**Section 7.8. Binding Effect; Covenants Running with the Land.** During the Term, this Agreement and the covenants, reservations and restrictions contained herein shall be deemed covenants running with the land for the benefit of the Department and its successors, and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Property, or if the Property shall not include title to land, but shall include a leasehold interest in land, this Agreement and the covenants, restrictions and reservations shall bind the leasehold interest as well as the Property and shall pass to and be binding upon all heirs, assigns and successors to such interests; provided, however, that upon expiration of the Term in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property. Owner, at its cost and expense, shall cause this Agreement to be duly recorded or filed and re-recorded or refiled in such places, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law, in the opinion of qualified counsel, in order to establish, preserve and protect the ability of the Department to enforce this Agreement.

**Section 7.09. Counterparts.** This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**Section 7.10. Section Titles.** Section titles and the table of contents are for descriptive purposes only and shall not control or limit the meaning of this Agreement as set forth in the text.

**Section 7.11 Other Statutes.** In addition to the requirements of this Agreement and the Act, Owner shall comply with the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063 and HUD regulations issued pursuant thereto, and all other federal, state and local statutes, regulations, rules and ordinances pertaining to the use and occupancy of the Property.

**Section 7.12. Change in Neighborhood.** A substantial or radical change in the character of the neighborhood surrounding the Property will not extinguish the restrictive covenants of this Agreement. The restrictive covenants shall survive any and all changed circumstances, including but not limited to the following: housing pattern changes; zoning amendments; the issuance of variances affecting the immediate or surrounding area; increased traffic or road conditions; enhancement of the value of the Land or Property; growing industrial activity; encroachment of business areas; development of natural resources; financial downturn of the Owner; or commercialization of the neighborhood in question.

EXECUTED to be effective this 12 day of <sup>November</sup> ~~September~~, 2002.

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

**LLANO DMA HOUSING, L.P.**, a Texas limited partnership

By: **DMA COMMUNITY PARTNERS, LLC**, a Texas limited liability company

By: \_\_\_\_\_  
Name: Diana McIver  
Title: President/Manager

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

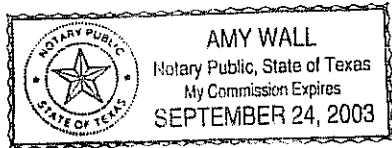
By: Edwina P. Carrington  
Name: Edwina P. Carrington  
Title: Executive Director

THE STATE OF TEXAS

§  
§  
§

COUNTY OF LLANO

This instrument was acknowledged before me on this 4 day of ~~September~~ <sup>December</sup>, 2002, by Diana McIver, President/Manager of **DMA COMMUNITY PARTNERS, LLC**, A Texas limited liability company, on behalf of said company, acting as General Partner of **LLANO DMA HOUSING, L.P.**, a Texas limited partnership.



Amy Wall  
Notary Public, State of Texas

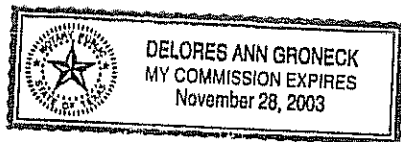
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**RECORDER'S MEMORANDUM**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

This instrument was acknowledged before me on this 5<sup>th</sup> day of ~~September~~ <sup>DECEMBER</sup>, 2002 by Edwina P. Carrington, Executive Director of the Texas Department of Housing and Community Affairs, a public and official department of the State of Texas, on behalf of such department.

Delores Ann Groneck  
Notary Public, State of Texas



# EXHIBIT A

## RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

### FIELD NOTES OF 4.007 ACRES OF LAND IN LLANO COUNTY, TEXAS.

The tract of land described hereon and on the accompanying plat contains 4.007 acres more or less in Llano County, Texas, out of the Daniel T. Fitchett Survey No. 220, Abstract 209, and out of the Northwest corner of a tract of land called 106.996 acres in a Deed from Dan Hoerster, et al to Legends, Ltd. recorded in Volume 0822, Page 126, Llano County Official Public Records, and is out of and part of that certain tract of land described as 8.00 acres in a deed to Jennifer McMillan recorded in Volume 1063, Page 340, Llano County Official Public Records and is described by metes and bounds as follows:

Beginning at a 1/2" iron rod found (Record Basis of Bearing) by a fence corner in the south line of Texas State RM Highway No. 152 recorded in Volume 77, Page 266, Llano County Deed Records for the northeast corner of a tract of land described as 1 acre in a Deed to Lee Duncan recorded in Volume 78, Page 50, Llano County Deed Records, the northwest corner of the above said 106.996 acre tract, the northwest corner of the above said 8.00 acre tract and the northwest corner hereof;

Thence southeasterly with the arc of a curve to the left, (Record Basis of Bearing) through a central angle of 01° 30' 06", a radius of 2904.79 feet, an arc distance of 76.14 feet, a chord bearing of S 85° 35' 08" E 76.14 feet to a concrete monument found opposite Station 895 + 71.1;

Thence S 86° 22' 21" E (S 86° 29' 19" E) 149.78 (169.96) feet with the south right of way line to a 1/2" iron rod found;

Thence southeasterly with the arc of a curve to the right through a central angle of 91° 24' 34" (89° 12' 44"), a radius of 20.00 feet, an arc distance of 31.91 feet (30.68 feet), the chord bearing S 44° 31' 52" E (S 41° 12' 40" E) 28.63 feet (27.76 feet) to a 1/2" iron rod found;

Thence with the west line by agreement of a 60 feet wide access easement set out in Exhibit B, Section A of said Deed recorded in Volume 0822, Page 126, Llano County Official Public Records, same being a perpetual access easement reserved by Arrowhead bank in Volume 713, Page 89, Llano County Official Public Records, southeasterly with the arc of a curve to the left through a central angle of 16° 09' 18", a radius of 690.00 feet, an arc distance of 194.55 feet, the chord bearing S 04° 53' 02" E (S 05° 21' 14" E) 193.91 feet to a 1/2" iron rod found;

Thence S 13° 25' 53" E 66.36 feet with the west line of said 60 feet wide access easement to a 1/2" iron rod found;

Thence with the west line of said 60 feet wide access easement southeasterly with the arc of a curve to the right through a central angle of 18° 40' 55", a radius of 630.00 feet, an arc distance of 205.42 feet, the chord bearing S 04° 05' 26" E 204.51 feet to a 1/2" iron rod found;

Thence S 05° 15' 02" W 62.80 feet with west line of said 60 feet wide access easement to a 1/2" iron rod set for the southeast corner hereof from which a 1/2" iron rod found for the southeast corner of the said 8.00 acre McMillan tract lies S 13° 41' 12" W 433.48 feet;

Thence N 80° 02' 18" W 399.64 feet to a 1/2" iron rod set in the east fence line of a tract of land described in a deed to Walter D. Roberts recorded in Volume 81, Page 100, Llano County Deed Records from which a point for the southwest corner of the said 8.00 acre tract lies 09° 51' 19" W 435.24 feet and from there a 1/2" iron rod found for the southwest corner of the said 106.996 acre Legends, LTD tract lies S 09° 15' 16" E 1310.81 feet;

Thence with the west line of the said 106.996 acre tract, the west line of the said 8.00 acre tract, the west line hereof and the fence, the following courses and distances:

N 10° 02' 47" E (N 09° 24' 58" E) 61.96 feet to an iron pipe post in the fence;  
N 10° 03' 56" E 256.79 feet to an iron pipe post found for the southeast corner of the said 1 acre Duncan tract; and  
N 10° 05' 20" E 181.11 feet to the Place of Beginning and containing 4.007 acres more or less.

FILED FOR RECORD  
AT 10:30am

FEB 03 2003

BETTIE SUE HOY CO-CLK  
LLANO CO, TEXAS  
DEPUTY

Return To:  
OATMAN LAND TITLES, INC.  
P. O. BOX 517  
LLANO, TEXAS 78643  
PAID: \$37.00

THE STATE OF TEXAS\*\*\*\*COUNTY OF LLANO  
I, HEREBY CERTIFY THAT THE INSTRUMENT WAS  
FILED ON THE DATE AND TIME STAMPED HEREON BY  
ME AND WAS DULY RECORDED IN VOL. 1194  
PAGE 567-581, OF THE OFFICIAL PUBLIC RECORDS  
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON  
3 DAY OF Feb, 2003.



Bettie Sue Hoy

BETTIE SUE HOY, COUNTY CLERK  
LLANO COUNTY, TEXAS

## Rent Schedule & Pro Forma

### Legend Oaks

Extracted from  
application



A current Rent Roll is provided to show the actual rents and loss to lease amounts per unit. Maximum tax credit rents have historically been unachievable in rural Llano. In order to maintain occupancy above 90%, individual tenant rents have been discounted as shown on the Rent Roll. We will begin to adjust tenant rents upwards closer to maximum rents on a lease by lease basis as they renew annually. The Loss to Lease amount shown on the Proforma decreases annually to account for the rent adjustments.

## 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		\$ 15	\$ 17			2018 HUD Model, 7/17/18
Cooking	Tenant	Electric		\$ 4	\$ 6			2018 HUD Model, 7/17/18
Other Electric	Tenant			\$ 16	\$ 23			2018 HUD Model, 7/17/18
Air Conditioning	Tenant	Electric		\$ 12	\$ 17			2018 HUD Model, 7/17/18
Water Heater	Tenant	Electric		\$ 10	\$ 13			2018 HUD Model, 7/17/18
Water								
Sewer								
Trash								
Flat Fee								
Other								
<b>Total Paid by Tenant</b>			\$ -	\$ 58	\$ 75	\$ -	\$ -	



Other (Describe)


If a revised form is submitted, date of submission:

--

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169

Locality <b>Legend Oaks 101 Legend Hills Blvd Llano, TX 78643</b>		Green Discount <b>No</b>	Unit Type <b>Larger Apartment Bldgs. (5+ units)</b>				Date (mm/dd/yyyy) <b>07/17/2018</b>
Utility or Service		<b>Monthly Dollar Allowances</b>					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
<b>Space Heating</b>	Natural Gas						
	Bottled Gas						
	Electric Resistance		\$14.93	\$17.13			
	Electric Heat Pump						
	Fuel Oil						
<b>Cooking</b>	Natural Gas						
	Bottled Gas						
	Electric		\$4.33	\$6.27			
	Other						
<b>Other Electric</b>	Electric		\$16.36	\$22.76			
<b>Air Conditioning</b>	Electric		\$12.00	\$16.64			
<b>Water Heating</b>	Natural Gas						
	Bottled Gas						
	Electric		\$9.93	\$12.68			
	Fuel Oil						
<b>Water</b>							
<b>Sewer</b>							
<b>Trash Collection</b>							
<b>Range/Microwave</b>							
<b>Refrigerator</b>							
<b>Other - specify</b>							

Actual Family Allowances to be used by the family	<b>Utility or Service</b>	<b>Per Month Cost</b>
Complete below for actual unit rent	Heating	
Name of Family	Cooking	
	Other Electric	
	Air Conditioning	
Address of Unit	Water Heating	
	Water	
	Sewer	
	Trash Collection	
Number of Bedrooms	Refrigerator	
	<b>Total</b>	<b>\$</b>

<b>ANNUAL OPERATING EXPENSES</b>			
<b>General &amp; Administrative Expenses</b>			
Accounting		\$	9,750
Advertising		\$	500
Legal fees		\$	0
Leased equipment		\$	0
Postage & office supplies		\$	1,350
Telephone		\$	2,650
Other	<i>Professional Fees, On-site Expenses</i>	\$	9,030
Other		\$	
Total General & Administrative Expenses:			\$ 23,280
Management Fee:	Percent of Effective Gross Income:	5.04%	\$ 15,000
<b>Payroll, Payroll Tax &amp; Employee Benefits</b>			
Management		\$	24,000
Maintenance		\$	34,000
Other		\$	
Other		\$	
Total Payroll, Payroll Tax & Employee Benefits:			\$ 58,000
<b>Repairs &amp; Maintenance</b>			
Elevator		\$	0
Exterminating		\$	1,925
Grounds		\$	15,588
Make-ready		\$	5,100
Repairs		\$	9,560
Pool		\$	0
Other		\$	
Other		\$	
Total Repairs & Maintenance:			\$ 32,168
<b>Utilities (Enter Only Property Paid Expense)</b>			
Electric	<i>Annual Property Operating Expenses</i>	\$	11,500
Natural gas		\$	0
Trash	<i>Annual Property Operating Expenses</i>	\$	7,600
Water/Sewer	<i>Annual Property Operating Expenses</i>	\$	69,600
Other	<i>Fire Systems</i>	\$	500
Other		\$	
Total Utilities:			\$ 89,200
Annual Property Insurance:	Rate per net rentable square foot:	\$ 0.40	\$ 14,500
<b>Property Taxes:</b>			
Published Capitalization Rate:		Source:	
Annual Property Taxes		\$	7,882
Payments in Lieu of Taxes		\$	
Total Property Taxes:			\$ 7,882
Reserve for Replacements:	Annual reserves per unit:	\$ 250	\$ 12,000
<b>Other Expenses</b>			
Cable TV		\$	1,380
Supportive Services (Staffing/Contracted Services)		\$	8,800
TDHCA Compliance fees		\$	900
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u> )		\$	
Security		\$	
Other		\$	
Other		\$	
Total Other Expenses:			\$ 11,080
<b>TOTAL ANNUAL EXPENSES</b>		Expense per unit:	\$ 5481
		Expense to Income Ratio:	<b>88.48%</b>
<b>NET OPERATING INCOME (before debt service)</b>			\$ 34,258
<b>Annual Debt Service</b>			
	<i>TDHCA TCAP</i>	\$	22,260
	<i>TDHCA HTF (existing loan restructured)</i>	\$	7,642
		\$	
		\$	
<b>TOTAL ANNUAL DEBT SERVICE</b>		Debt Coverage Ratio:	1.15
<b>NET CASH FLOW</b>			\$ 4,356

If a revised form is submitted, date of submission: \_\_\_\_\_



<b>ANNUAL OPERATING EXPENSES</b>			
<b>General &amp; Administrative Expenses</b>			
Accounting	\$	9,750	
Advertising	\$	500	
Legal fees	\$	0	
Leased equipment	\$	0	
Postage & office supplies	\$	1,350	
Telephone	\$	2,650	
Other	\$	9,030	
Other			\$
Total General & Administrative Expenses:			\$ 23,280
Management Fee:	Percent of Effective Gross Income:	5.04%	\$ 15,090
<b>Payroll, Payroll Tax &amp; Employee Benefits</b>			
Management	\$	24,000	
Maintenance	\$	34,000	
Other	\$		
Other	\$		
Total Payroll, Payroll Tax & Employee Benefits:			\$ 58,000
<b>Repairs &amp; Maintenance</b>			
Elevator	\$	0	
Exterminating	\$	1,920	
Grounds	\$	15,588	
Make-ready	\$	5,400	
Repairs	\$	9,560	
Pool	\$	0	
Other	\$		
Other	\$		
Total Repairs & Maintenance:			\$ 32,168
<b>Utilities (Enter Only Property Paid Expense)</b>			
Electric	<i>Annual Property Operating Expenses</i>	\$	11,500
Natural gas		\$	0
Trash	<i>Annual Property Operating Expenses</i>	\$	7,600
Water/Sewer	<i>Annual Property Operating Expenses</i>	\$	69,600
Other	<i>Fire Systems</i>	\$	500
Other		\$	
Total Utilities:			\$ 89,200
Annual Property Insurance:	Rate per net rentable square foot:	\$ 0.40	\$ 14,500
<b>Property Taxes:</b>			
Published Capitalization Rate:		Source:	
Annual Property Taxes	\$	7,882	
Payments in Lieu of Taxes	\$		
Total Property Taxes:			\$ 7,882
Reserve for Replacements:	Annual reserves per unit:	\$ 250	\$ 12,000
<b>Other Expenses</b>			
Cable TV	\$	1,380	
Supportive Services (Staffing/Contracted Services)	\$	6,400	
TDHCA Compliance fees	\$	900	
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u> )	\$		
Security	\$		
Other	\$		
Other	\$		
Total Other Expenses:			\$ 8,680
<b>TOTAL ANNUAL EXPENSES</b>		Expense per unit: \$ 5431	\$ 260,710
		Expense to Income Ratio: <b>87.67%</b>	
<b>NET OPERATING INCOME (before debt service)</b>			\$ 36,658
<b>Annual Debt Service</b>			
	<i>TDHCA TCAP</i>	\$	24,284
	<i>TDHCA HTF (existing loan restructured)</i>	\$	7,642
		\$	
		\$	
<b>TOTAL ANNUAL DEBT SERVICE</b>			\$ 31,926
		Debt Coverage Ratio: 1.15	
<b>NET CASH FLOW</b>			\$ 4,732

If a revised form is submitted, date of submission: \_\_\_\_\_

<b>ANNUAL OPERATING EXPENSES</b>			
<b>General &amp; Administrative Expenses</b>			
Accounting		\$	9,750
Advertising		\$	500
Legal fees		\$	0
Leased equipment		\$	0
Postage & office supplies		\$	1,350
Telephone		\$	2,650
Other	<b>Professional Fees, On-site Expenses</b>	\$	9,030
Other		\$	
Total General & Administrative Expenses:			\$ 23,280
Management Fee:	Percent of Effective Gross Income:	5.05%	\$ 15,000
<b>Payroll, Payroll Tax &amp; Employee Benefits</b>			
Management		\$	24,000
Maintenance		\$	34,000
Other		\$	
Other		\$	
Total Payroll, Payroll Tax & Employee Benefits:			\$ 58,000
<b>Repairs &amp; Maintenance</b>			
Elevator		\$	0
Exterminating		\$	1,920
Grounds		\$	15,588
Make-ready		\$	5,100
Repairs		\$	9,560
Pool		\$	0
Other		\$	
Other		\$	
Total Repairs & Maintenance:			\$ 32,168
<b>Utilities (Enter Only Property Paid Expense)</b>			
Electric	<b>Annual Property Operating Expenses</b>	\$	11,500
Natural gas		\$	0
Trash	<b>Annual Property Operating Expenses</b>	\$	7,600
Water/Sewer	<b>Annual Property Operating Expenses</b>	\$	69,600
Other	<b>Fire Systems</b>	\$	500
Other		\$	
Total Utilities:			\$ 89,200
Annual Property Insurance:	Rate per net rentable square foot:	\$ 0.40	\$ 14,500
<b>Property Taxes:</b>			
Published Capitalization Rate:	Source:		
Annual Property Taxes		\$	7,882
Payments in Lieu of Taxes		\$	
Total Property Taxes:			\$ 7,882
Reserve for Replacements:	Annual reserves per unit:	\$ 250	\$ 12,000
<b>Other Expenses</b>			
Cable TV		\$	1,380
Supportive Services (Staffing/Contracted Services)		\$	6,400
TDHCA Compliance fees		\$	900
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u> )		\$	
Security		\$	
Other		\$	
Other		\$	
Total Other Expenses:			\$ 8,680
<b>TOTAL ANNUAL EXPENSES</b>		Expense per unit:	\$ 5431
		Expense to Income Ratio:	<b>87.76%</b>
<b>NET OPERATING INCOME (before debt service)</b>			\$ 36,346
<b>Annual Debt Service</b>			
	<b>TDHCA TCAP</b>	\$	19,917
	<b>TDHCA HTF (existing loan restructured)</b>	\$	7,642
		\$	
		\$	
<b>TOTAL ANNUAL DEBT SERVICE</b>		Debt Coverage Ratio:	1.32
<b>NET CASH FLOW</b>			\$ 8,787

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	\$398,196	\$406,160	\$414,283	\$422,569	\$431,020	\$475,881	\$525,411
Secondary Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POTENTIAL GROSS ANNUAL INCOME	\$398,196	\$406,160	\$414,283	\$422,569	\$431,020	\$475,881	\$525,411
Provision for Vacancy & Collection Loss	(\$15,928)	(\$16,246)	(\$16,571)	(\$16,903)	(\$17,241)	(\$19,035)	(\$21,016)
Rental Concessions	(\$84,900)	(\$81,900)	(\$78,900)	(\$75,900)	(\$72,900)	(\$69,900)	(\$66,900)
EFFECTIVE GROSS ANNUAL INCOME	\$297,368	\$308,014	\$318,812	\$329,766	\$340,879	\$386,946	\$437,495
EXPENSES							
General & Administrative Expenses	\$23,280	\$23,978	\$24,698	\$25,439	\$26,202	\$30,375	\$35,213
Management Fee	\$ 15,000	\$ 15,300	\$ 15,606	\$ 15,918	\$ 16,236	\$ 17,926	\$ 19,792
Payroll, Payroll Tax & Employee Benefits	\$ 58,000	\$ 59,740	\$ 61,532	\$ 63,378	\$ 65,280	\$ 75,677	\$ 87,730
Repairs & Maintenance	\$ 32,168	\$ 33,133	\$ 34,127	\$ 35,151	\$ 36,205	\$ 41,972	\$ 48,657
Electric & Gas Utilities	\$ 11,500	\$ 11,845	\$ 12,200	\$ 12,566	\$ 12,943	\$ 15,005	\$ 17,395
Water, Sewer & Trash Utilities	\$ 77,200	\$ 79,516	\$ 81,901	\$ 84,359	\$ 86,889	\$ 100,728	\$ 116,772
Annual Property Insurance Premiums	\$ 14,500	\$ 14,935	\$ 15,383	\$ 15,845	\$ 16,320	\$ 18,919	\$ 21,933
Property Tax	\$ 7,882	\$ 8,118	\$ 8,362	\$ 8,613	\$ 8,871	\$ 10,284	\$ 11,922
Reserve for Replacements	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 15,657	\$ 18,151
Other Expenses	\$ 11,580	\$ 11,927	\$ 12,285	\$ 12,654	\$ 13,033	\$ 15,109	\$ 17,516
TOTAL ANNUAL EXPENSES	\$263,110	\$270,853	\$278,826	\$287,035	\$295,486	\$341,654	\$395,081
NET OPERATING INCOME	\$34,258	\$37,160	\$39,986	\$42,731	\$45,393	\$45,292	\$42,414
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	22,260	22,260	22,260	22,260	22,260	22,260	22,260
Second Deed of Trust Annual Loan Payment	7,642	7,642	7,642	7,642	7,642	7,642	7,642
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
<b>ANNUAL NET CASH FLOW</b>	\$4,356	\$7,258	\$10,084	\$12,829	\$15,491	\$15,390	\$12,512
<b>CUMULATIVE NET CASH FLOW</b>	\$4,356	\$11,614	\$21,698	\$34,528	\$50,019	\$127,221	\$196,976
Debt Coverage Ratio	1.15	1.24	1.34	1.43	1.52	1.51	1.42
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

n/a  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Date

Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

\_\_\_\_\_  
 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	\$398,196	\$406,160	\$414,283	\$422,569	\$431,020	\$475,881	\$525,411
Secondary Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POTENTIAL GROSS ANNUAL INCOME	\$398,196	\$406,160	\$414,283	\$422,569	\$431,020	\$475,881	\$525,411
Provision for Vacancy & Collection Loss	(\$15,928)	(\$16,246)	(\$16,571)	(\$16,903)	(\$17,241)	(\$19,035)	(\$21,016)
Rental Concessions	(\$84,900)	(\$81,900)	(\$78,900)	(\$75,900)	(\$72,900)	(\$69,900)	(\$66,900)
EFFECTIVE GROSS ANNUAL INCOME	\$297,368	\$308,014	\$318,812	\$329,766	\$340,879	\$386,946	\$437,495
EXPENSES							
General & Administrative Expenses	\$23,280	\$23,978	\$24,698	\$25,439	\$26,202	\$30,375	\$35,213
Management Fee	\$ 15,000	\$ 15,300	\$ 15,606	\$ 15,918	\$ 16,236	\$ 17,926	\$ 19,792
Payroll, Payroll Tax & Employee Benefits	\$ 58,000	\$ 59,740	\$ 61,532	\$ 63,378	\$ 65,280	\$ 75,677	\$ 87,730
Repairs & Maintenance	\$ 32,168	\$ 33,133	\$ 34,127	\$ 35,151	\$ 36,205	\$ 41,972	\$ 48,657
Electric & Gas Utilities	\$ 11,500	\$ 11,845	\$ 12,200	\$ 12,566	\$ 12,943	\$ 15,005	\$ 17,395
Water, Sewer & Trash Utilities	\$ 77,200	\$ 79,516	\$ 81,901	\$ 84,359	\$ 86,889	\$ 100,728	\$ 116,772
Annual Property Insurance Premiums	\$ 14,500	\$ 14,935	\$ 15,383	\$ 15,845	\$ 16,320	\$ 18,919	\$ 21,933
Property Tax	\$ 7,882	\$ 8,118	\$ 8,362	\$ 8,613	\$ 8,871	\$ 10,284	\$ 11,922
Reserve for Replacements	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 15,657	\$ 18,151
Other Expenses	\$ 9,180	\$ 9,455	\$ 9,739	\$ 10,031	\$ 10,332	\$ 11,978	\$ 13,886
TOTAL ANNUAL EXPENSES	\$260,710	\$268,381	\$276,280	\$284,412	\$292,785	\$338,522	\$391,451
NET OPERATING INCOME	\$36,658	\$39,632	\$42,532	\$45,354	\$48,094	\$48,424	\$46,044
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	24,284	24,284	24,284	24,284	24,284	24,284	24,284
Second Deed of Trust Annual Loan Payment	7,642	7,642	7,642	7,642	7,642	7,642	7,642
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
<b>ANNUAL NET CASH FLOW</b>	\$4,732	\$7,706	\$10,606	\$13,428	\$16,168	\$16,498	\$14,118
<b>CUMULATIVE NET CASH FLOW</b>	\$4,732	\$12,438	\$23,044	\$36,472	\$52,640	\$134,305	\$210,844
Debt Coverage Ratio	1.15	1.24	1.33	1.42	1.51	1.52	1.44
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**

\_\_\_\_\_  
**Signature, Authorized Representative, Syndicator**

n/a  
 \_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

\_\_\_\_\_  
**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	\$355,596	\$362,708	\$369,962	\$377,361	\$384,909	\$424,970	\$469,201
Secondary Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POTENTIAL GROSS ANNUAL INCOME	\$355,596	\$362,708	\$369,962	\$377,361	\$384,909	\$424,970	\$469,201
Provision for Vacancy & Collection Loss	(\$14,224)	(\$14,508)	(\$14,798)	(\$15,094)	(\$15,396)	(\$16,999)	(\$18,768)
Rental Concessions	(\$44,316)	(\$42,876)	(\$41,436)	(\$39,996)	(\$38,556)	(\$37,156)	(\$31,156)
EFFECTIVE GROSS ANNUAL INCOME	\$297,056	\$305,324	\$313,728	\$322,271	\$330,956	\$370,815	\$419,277
EXPENSES							
General & Administrative Expenses	\$23,280	\$23,978	\$24,698	\$25,439	\$26,202	\$30,375	\$35,213
Management Fee	\$ 15,000	\$ 15,300	\$ 15,606	\$ 15,918	\$ 16,236	\$ 17,926	\$ 19,792
Payroll, Payroll Tax & Employee Benefits	\$ 58,000	\$ 59,740	\$ 61,532	\$ 63,378	\$ 65,280	\$ 75,677	\$ 87,730
Repairs & Maintenance	\$ 32,168	\$ 33,133	\$ 34,127	\$ 35,151	\$ 36,205	\$ 41,972	\$ 48,657
Electric & Gas Utilities	\$ 11,500	\$ 11,845	\$ 12,200	\$ 12,566	\$ 12,943	\$ 15,005	\$ 17,395
Water, Sewer & Trash Utilities	\$ 77,200	\$ 79,516	\$ 81,901	\$ 84,359	\$ 86,889	\$ 100,728	\$ 116,772
Annual Property Insurance Premiums	\$ 14,500	\$ 14,935	\$ 15,383	\$ 15,845	\$ 16,320	\$ 18,919	\$ 21,933
Property Tax	\$ 7,882	\$ 8,118	\$ 8,362	\$ 8,613	\$ 8,871	\$ 10,284	\$ 11,922
Reserve for Replacements	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 15,657	\$ 18,151
Other Expenses	\$ 9,180	\$ 9,455	\$ 9,739	\$ 10,031	\$ 10,332	\$ 11,978	\$ 13,886
TOTAL ANNUAL EXPENSES	\$260,710	\$268,381	\$276,280	\$284,412	\$292,785	\$338,522	\$391,451
NET OPERATING INCOME	\$36,346	\$36,942	\$37,448	\$37,859	\$38,171	\$32,293	\$27,827
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	19,917	19,917	19,917	19,917	19,917	19,917	19,917
Second Deed of Trust Annual Loan Payment	7,642	7,642	7,642	7,642	7,642	7,642	7,642
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
<b>ANNUAL NET CASH FLOW</b>	\$8,787	\$9,383	\$9,889	\$10,300	\$10,612	\$4,734	\$268
<b>CUMULATIVE NET CASH FLOW</b>	\$8,787	\$18,170	\$28,059	\$38,359	\$48,971	\$87,336	\$99,841
Debt Coverage Ratio	1.32	1.34	1.36	1.37	1.39	1.17	1.01
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	n/a Printed Name	Phone:
	Date	Email:
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
n/a						
<b>Total</b>						\$ -

\_\_\_\_\_  
Signature of Registered Engineer

\_\_\_\_\_  
Printed Name

*Seal*

\_\_\_\_\_  
Date

If a revised form is submitted, date of submission: \_\_\_\_\_









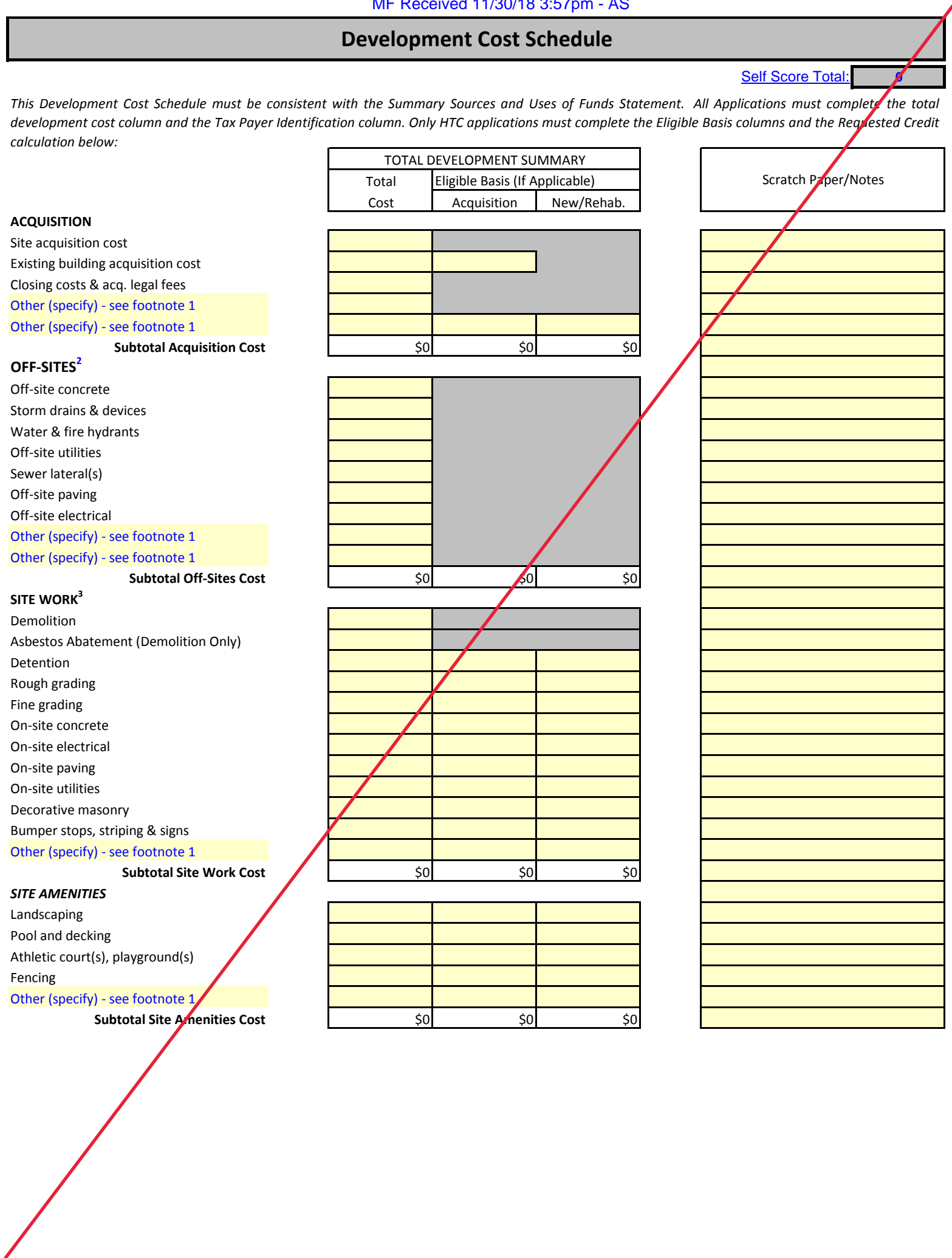


## Development Cost Schedule

Self Score Total: 5

*This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:*

TOTAL DEVELOPMENT SUMMARY				Scratch Paper/Notes
Total Cost	Eligible Basis (If Applicable)			
	Acquisition	New/Rehab.		
<b>ACQUISITION</b>				
Site acquisition cost				
Existing building acquisition cost				
Closing costs & acq. legal fees				
Other (specify) - see footnote 1				
Other (specify) - see footnote 1				
<b>Subtotal Acquisition Cost</b>	\$0	\$0	\$0	
<b>OFF-SITES<sup>2</sup></b>				
Off-site concrete				
Storm drains & devices				
Water & fire hydrants				
Off-site utilities				
Sewer lateral(s)				
Off-site paving				
Off-site electrical				
Other (specify) - see footnote 1				
Other (specify) - see footnote 1				
<b>Subtotal Off-Sites Cost</b>	\$0	\$0	\$0	
<b>SITE WORK<sup>3</sup></b>				
Demolition				
Asbestos Abatement (Demolition Only)				
Detention				
Rough grading				
Fine grading				
On-site concrete				
On-site electrical				
On-site paving				
On-site utilities				
Decorative masonry				
Bumper stops, striping & signs				
Other (specify) - see footnote 1				
<b>Subtotal Site Work Cost</b>	\$0	\$0	\$0	
<b>SITE AMENITIES</b>				
Landscaping				
Pool and decking				
Athletic court(s), playground(s)				
Fencing				
Other (specify) - see footnote 1				
<b>Subtotal Site Amenities Cost</b>	\$0	\$0	\$0	







**OTHER FINANCING COSTS<sup>3</sup>**

Tax credit fees			
Tax and/or bond counsel			
Payment bonds			
Performance bonds			
Credit enhancement fees			
Mortgage insurance premiums			
Cost of underwriting & issuance			
Syndication organizational cost			
Tax opinion			
Other (specify) - see footnote 1			
Other (specify) - see footnote 1			
<b>Subtotal Financing Cost</b>	\$444,000	\$0	\$0

**DEVELOPER FEES<sup>3</sup>**

Housing consultant fees <sup>4</sup>				
General & administrative				
Profit or fee				
<b>Subtotal Developer Fees</b>	0.00%	\$0	\$0	0.00%

**RESERVES**

Rent-up			
Operating			
Replacement	36,000		
Escrows			
<b>Subtotal Reserves</b>	\$36,000	\$0	\$0

**TOTAL HOUSING DEVELOPMENT COSTS<sup>5</sup>**

	\$480,000	\$0	\$0
--	-----------	-----	-----

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)			
<b>Total Eligible Basis</b>		\$0	\$0
**High Cost Area Adjustment (100% or 130%)			
<b>Total Adjusted Basis</b>		\$0	\$0
Applicable Fraction			
<b>Total Qualified Basis</b>	\$0	\$0	\$0
Applicable Percentage <sup>6</sup>			
<b>Credits Supported by Eligible Basis</b>	\$0	\$0	\$0

(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)**

Name of contact for Cost Estimate:

Phone Number for Contact:

If a revised form is submitted, date of submission:

## Development Cost Schedule

Self Score Total: 0

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

TOTAL DEVELOPMENT SUMMARY		
Total Cost	Eligible Basis (If Applicable)	
	Acquisition	New/Rehab.

Scratch Paper/Notes

**ACQUISITION**

- Site acquisition cost
- Existing building acquisition cost
- Closing costs & acq. legal fees
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1
- Subtotal Acquisition Cost**

\$0	\$0	\$0

**OFF-SITES<sup>2</sup>**

- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities
- Sewer lateral(s)
- Off-site paving
- Off-site electrical
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1
- Subtotal Off-Sites Cost**

\$0	\$0	\$0

**SITE WORK<sup>3</sup>**

- Demolition
- Asbestos Abatement (Demolition Only)
- Detention
- Rough grading
- Fine grading
- On-site concrete
- On-site electrical
- On-site paving
- On-site utilities
- Decorative masonry
- Bumper stops, striping & signs
- Other (specify) - see footnote 1
- Subtotal Site Work Cost**

\$0	\$0	\$0

**SITE AMENITIES**

- Landscaping
- Pool and decking
- Athletic court(s), playground(s)
- Fencing
- Other (specify) - see footnote 1
- Subtotal Site Amenities Cost**

\$0	\$0	\$0



**BUILDING COSTS\*:**

Concrete			
Masonry			
Metals			
Woods and Plastics			
Thermal and Moisture Protection			
Roof Covering			
Doors and Windows			
Finishes			
Specialties			
Equipment			
Furnishings			
Special Construction			
Conveying Systems (Elevators)			
Mechanical (HVAC; Plumbing)			
Electrical			

**Individually itemize costs below:**

Detached Community Facilities/Building			
Carpports and/or Garages			
Lead-Based Paint Abatement			
Asbestos Abatement (Rehabilitation Only)			
Structured Parking			
Commercial Space Costs			
PCA/ADA Compliance Report Repairs	111,775		111,775
<b>Subtotal Building Costs Before 11.9(e)(2)</b>	\$111,775	\$0	\$111,775

**Voluntary Eligible Building Costs (After 11.9(e)(2))\*** \$0.00 psf  
 Enter amount to be used to achieve desired score.

**TOTAL BUILDING COSTS & SITE WORK** \$111,775 \$0 \$111,775

(including site amenities)

Contingency	10.00%	\$11,177		11,177
-------------	--------	----------	--	--------

**TOTAL HARD COSTS** \$122,952 \$0 \$122,952

OTHER CONSTRUCTION COSTS	%THC			%EHC
General requirements (<6%)	0.00%			0.00%
Field supervision (within GR limit)				
Contractor overhead (<2%)	0.00%			0.00%
G & A Field (within overhead limit)				
Contractor profit (<6%)	0.00%			0.00%

**TOTAL CONTRACTOR FEES** \$0 \$0 \$0

**TOTAL CONSTRUCTION CONTRACT** \$122,952 \$0 \$122,952

Before 11.9(e)(2)

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))\*** \$0.00 psf  
 Enter amount to be used to achieve desired score.

\*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.





## 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	
<b>Debt</b>										
TDHCA	<a href="#">MF Direct Loan Const. to Perm. (Repayable)</a>	\$444,000	3.00%		\$ 444,000	3.00%	30	30		
TDHCA	<a href="#">MF Direct Loan Const. Only (Repayable)</a>	\$0	0.00%							
TDHCA	<a href="#">Multifamily Direct Loan (Soft Repayable)</a>	\$0	0.00%		\$ -	0.00%		0		
TDHCA	<a href="#">Mortgage Revenue Bond</a>	\$0	0.00%		\$ -	0.00%	0	0		
<b>Third Party Equity</b>										
	<a href="#">HTC</a>	\$ -								
<b>Grant</b>										
<b>Deferred Developer Fee</b>										
<b>Other</b>										
	<a href="#">Direct Loan Match</a>									
<b>Total Sources of Funds</b>		\$ 444,000			\$ 444,000					
<b>Total Uses of Funds</b>					\$ 444,000					

**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).**

A MFDL loan would be the sole source used to refinance the existing permanent loan in the amount of \$434,000. The MFDL/TCAP loan would carry an interest rate of 3%, with a 30 year amortization and 30 year term. Concurrently, the existing Housing Trust Fund loan would be restructured to reduce debt payments and enable to the development to operate at or above a 1.15 debt service ratio coverage.

**Describe the replacement reserves:**

Replacement reserves would be continue to be funded at \$250 per unit, per year or \$12,000.

**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:**

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: \_\_\_\_\_

## 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	
<b>Debt</b>										
TDHCA	<a href="#">MF Direct Loan Const. to Perm. (Repayable)</a>	\$480,000	3.00%		\$ 480,000	3.00%	30	30		
TDHCA	<a href="#">MF Direct Loan Const. Only (Repayable)</a>	\$0	0.00%							
TDHCA	<a href="#">Multifamily Direct Loan (Soft Repayable)</a>	\$0	0.00%		\$ -	0.00%		0		
TDHCA	<a href="#">Mortgage Revenue Bond</a>	\$0	0.00%		\$ -	0.00%	0	0		
<b>Third Party Equity</b>										
	<a href="#">HTC</a> \$ -									
<b>Grant</b>										
<b>Deferred Developer Fee</b>										
<b>Other</b>										
	<a href="#">Direct Loan Match</a>									
<b>Total Sources of Funds</b>		\$ 480,000			\$ 480,000					
<b>Total Uses of Funds</b>					\$ 480,000					

**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).**

A MFDL loan would be the sole source used to refinance the existing permanent loan in the amount of \$434,000. The MFDL/TCAP loan would carry an interest rate of 3%, with a 30 year amortization and 30 year term. Concurrently, the existing Housing Trust Fund loan would be restructured to reduce debt payments and enable to the development to operate at or above a 1.15 debt service ratio coverage.

**Describe the replacement reserves:**

An additional \$36,000 would be added to the Reserve for Repacement account at closing to address long term repairs and maintenance. Replacement reserves would be continue to be funded at \$250 per unit, per year or \$12,000.

**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:**

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: \_\_\_\_\_

## 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	
<b>Debt</b>										
TDHCA	<a href="#">MF Direct Loan Const. to Perm. (Repayable)</a>	\$597,500	0.00%		\$ 597,500	0.00%	30	30		
TDHCA	<a href="#">MF Direct Loan Const. Only (Repayable)</a>	\$0	0.00%							
TDHCA	<a href="#">Multifamily Direct Loan (Soft Repayable)</a>	\$0	0.00%		\$ -	0.00%		0		
TDHCA	<a href="#">Mortgage Revenue Bond</a>	\$0	0.00%		\$ -	0.00%	0	0		
<b>Third Party Equity</b>										
	<a href="#">HTC</a> \$ -									
<b>Grant</b>										
<b>Deferred Developer Fee</b>										
<b>Other</b>										
	<a href="#">Direct Loan Match</a>									
Existing Reserves	Replacement Reserves				\$ 64,114					
<b>Total Sources of Funds</b>		\$ 597,500			\$ 661,614					
<b>Total Uses of Funds</b>					\$ 661,614					



**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).**

A MFDL loan would be the sole source used to refinance the existing permanent loan in the amount of \$434,000. The MFDL/TCAP loan would carry an interest rate of 3%, with a 30 year amortization and 30 year term. Concurrently, the existing Housing Trust Fund loan would be restructured to reduce debt payments and enable to the development to operate at or above a 1.15 debt service ratio coverage.

**Describe the replacement reserves:**

An additional \$36,000 would be added to the Reserve for Repacement account at closing to address long term repairs and maintenance. Replacement reserves would be continue to be funded at \$250 per unit, per year or \$12,000.

**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:**

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: \_\_\_\_\_

# TEXAS DEPT OF HOUSING

PO BOX 13941  
AUSTIN, TX 78711

(800) 298-4013  
FAX (512) 472-7500

## Mortgage Loan Payoff Statement

Loan Number: 700851000

Statement Date: 05/31/2019  
Date Requested: 03/19/2019

Mortgagor(s):  
LLANO DMA HOUSING, L.P.  
4101 PARKSTONE HEIGHTS DRIVE  
SUITE 310  
AUSTIN, TX 78746-

Requested by:  
Andrew Sinnott - MF Administrator

Property Address:  
101 LEGEND HILL BLVD  
LEGEND OAKS  
LLANO, TX 78643

Payoff Good Through: 05/31/2019  
Interest Paid to Date: 03/01/2019  
Interest Rate: 1.0000  
Per Diem %: .00274000

Loan Type: MF Monthly Amortization

Per Diem \$: 5.1071

Principal balance as of 05/31/2019:	\$	186,392.25
91 Day(s) at \$5.1071:		
Total Interest:	\$	464.75
Other Due Amounts:	\$	0.00
Total Payoff Amount Due:	\$	186,857.00

Make check payable to: TEXAS DEPT OF HOUSING  
AND COMMUNITY AFFAIRS  
PO BOX 13941  
AUSTIN, TX 78711

Funds received after 05/31/2019 will be charged an additional daily interest per diem of \$5.1071.

Late charges of \$57.95 become due 15 days after each payment due date. Any late charges accruing after this statement request date must be added to the total payoff amount.

In the event your closing is postponed or canceled, please continue to remit your monthly payments to avoid a delinquency status.

Your escrow balance is \$0.00. This is subject to change due to the continuing need for escrow disbursements, charges for uncollectable funds and/or additional interest due. Any positive escrow balance will be refunded to the present mortgagor after payoff.

In order to expedite the mailing of any escrow refund, year-end tax information and release of mortgage, etc., please furnish us with a new address if it is to change after payment in full of the loan. (See attached form)

Escrow funds cannot be used to reduce the payoff amount.

These figures are subject to change in the event any payments are received or reversed or otherwise not collected.

Prepared by: \_\_\_\_\_



## 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 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 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.



## 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) <b>**CANNOT INCLUDE DEVELOPER FEES**</b>		See Waiver Request dated 10/30/18
Below Market Interest Rate Loan		
Property Tax Abatement		
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		
Total Value of Match Pledged	\$ -	
Total Amount of MF Direct Loan funds Requested	\$ 444,000	
Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)	0.00%	

## 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) <b>**CANNOT INCLUDE DEVELOPER FEES**</b>		See Waiver Request dated 10/30/18
Below Market Interest Rate Loan		
Property Tax Abatement		
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		
Total Value of Match Pledged	\$ -	
Total Amount of MF Direct Loan funds Requested	\$ 480,000	
Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)	0.00%	



## Supporting Documents Should be Included Behind this Tab

### ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- n/a** Executed Pro Forma from Permanent or Construction Lender
- n/a** Letter from lender regarding approval of Principals (consistent with Template)
- n/a** Evidence of **all** Permanent and Construction Financing (term sheets, loan agreements)
- n/a** Evidence of any Gap Financing, terms included
- n/a** Evidence of any Owner Contributions, with financial support if required
- n/a** Evidence of Equity Financing (HTC applications only)
- n/a** 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.
- n/a** 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)]
- n/a** Evidence of Rental Assistance/Subsidy

Payoff statement  
from NorthMarq  
behind this tab





**PAYOFF ESTIMATE**

Drafted: 12/26/18



3500 American Boulevard West, Suite 500  
Bloomington, MN 55431-4411

<u>Borrower Name and Address:</u> Llano DMA Housing, L.P. 4101 Parkstone Heights Drive, Suite 310  Austin TX 787465221	<u>Property Name and City:</u> Legend Oaks 101 Legend Hills Blvd  Llano TX 78643
--	--

NorthMarq Loan # 210623	Lender Loan # 1702046818
-------------------------	--------------------------

Loan Type:	30 / 360
Investor:	# 253
Note Date:	9/1/06
Payoff Date:	2/1/19
Next Due Date:	1/1/19
Maturity Date:	9/1/18
Interest Rate:	6.500000%
<b>Interest Per Diem:</b>	\$77.84
Tax and Insurance Escrow Balance (refunded to Borrower) *	\$26,863.43
Replacement Reserves Balance (refunded to Borrower) *	\$62,886.68
Other/Repair Escrow Balance (refunded to Borrower) *	\$4,000.00

Unpaid Principal Balance **	\$431,089.71
plus Interest from 1/1/19 to 1/31/19 30 Days	\$2,335.07
plus NorthMarq Capital Payoff Processing & Recording Fee	\$350.00
plus Miscellaneous Fees and/or Unpaid Late Charges	\$0.00
<b>Total Amount Due On February 1, 2019</b>	<b>\$433,774.78</b>

\* = Amounts subject to change prior to payoff.

\*\* = Based upon receipt of the January 2019 mortgage payment

Payoff estimate is subject to Borrower's continued compliance with the terms of the Forbearance Agreement

The payoff quoted above is subject to final verification by the noteholder and is an estimate only. Lender reserves the right to demand additional funds before or subsequent to the release of the noteholder's security interest in the property securing the loan, to correct any error or omission in these figures made in good faith, whether mathematical, clerical, typographical, or otherwise. The payoff figure is also subject to change to reflect any transactions that may occur on or after the date of this letter.

# TEXAS DEPT OF HOUSING

PO BOX 13941  
AUSTIN, TX 78711

(800) 298-4013  
FAX (512) 472-7500

## Mortgage Loan Payoff Statement

Loan Number: 700851000

Statement Date: 05/31/2019  
Date Requested: 03/19/2019

Mortgagor(s):  
LLANO DMA HOUSING, L.P.  
4101 PARKSTONE HEIGHTS DRIVE  
SUITE 310  
AUSTIN, TX 78746-

Requested by:  
Andrew Sinnott - MF Administrator

Property Address:  
101 LEGEND HILL BLVD  
LEGEND OAKS  
LLANO, TX 78643

Payoff Good Through: 05/31/2019  
Interest Paid to Date: 03/01/2019  
Interest Rate: 1.0000  
Per Diem %: .00274000

Loan Type: MF Monthly Amortization  
Per Diem \$: 5.1071

Principal balance as of 05/31/2019:	\$	186,392.25
91 Day(s) at \$5.1071:		
Total Interest:	\$	464.75
Other Due Amounts:	\$	0.00
Total Payoff Amount Due:	\$	186,857.00

Make check payable to: TEXAS DEPT OF HOUSING  
AND COMMUNITY AFFAIRS  
PO BOX 13941  
AUSTIN, TX 78711

Funds received after 05/31/2019 will be charged an additional daily interest per diem of \$5.1071.

Late charges of \$57.95 become due 15 days after each payment due date. Any late charges accruing after this statement request date must be added to the total payoff amount.

In the event your closing is postponed or canceled, please continue to remit your monthly payments to avoid a delinquency status.

Your escrow balance is \$0.00. This is subject to change due to the continuing need for escrow disbursements, charges for uncollectable funds and/or additional interest due. Any positive escrow balance will be refunded to the present mortgagor after payoff.

In order to expedite the mailing of any escrow refund, year-end tax information and release of mortgage, etc., please furnish us with a new address if it is to change after payment in full of the loan. (See attached form)

Escrow funds cannot be used to reduce the payoff amount.

These figures are subject to change in the event any payments are received or reversed or otherwise not collected.

Prepared by: \_\_\_\_\_

COPY

PROMISSORY NOTE

U.S. \$350,000.00

September \_\_\_\_, 2002

For value received, **LLANO DMA HOUSING, L.P.**, a Texas limited partnership ("Borrower") promises to pay to the order of **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS** ("Lender") at 507 Sabine St., P.O. Box 13941 in the City of Austin, Travis County, Texas 78711-3941 (or at such other place in Austin, Travis County, Texas, as Lender may from time to time designate by written notice to Borrower), the sum **\$350,000.00** or so much thereof as may be advanced and outstanding, together with interest thereon as hereinafter provided.

Interest shall accrue on this Note, at the rate of one percent (1%) per annum, unless the maturity of this Note has been accelerated as hereinafter provided.

The principal and interest of this Note shall be due and payable in legal tender of the United States of America as follows: one installment of \$1,125.74 ("Scheduled Payment") shall be due and payable on the 1st day of September, 2003, and an installment in the same amount shall be due and payable on the same day of each succeeding month until the 1st day of September, 2033 on which date the entire balance of principal plus accrued interest shall be due and payable ("Maturity"). Each installment shall be applied first to the payment of interest accrued to the date the installment is paid and the remainder shall be applied to principal.

Computations of interest on the unpaid principal balance of this Note shall be made on the basis of 365 or 366 days in a year, as applicable.

After Maturity (by acceleration or otherwise) and until paid, the unpaid principal balance and accrued interest then due shall bear interest at the lesser of (i) ten percent (10%) per annum or (ii) the highest interest rate allowed by Applicable Law ("Default Interest Rate"). Notwithstanding any other provision of this Note, the daily Default Interest Rate shall be calculated by dividing the Default Interest Rate per annum applicable for such day by the actual number of days in the calendar year (whether 365 or 366).

This Note may be prepaid in part or in its entirety at any time, without notice or penalty but any amounts prepaid may not be reborrowed. Partial prepayment shall be applied first to accrued and unpaid interest with the balance to the principal installments in reverse order of Maturity. Any payment received more than thirty (30) days before it is due shall be considered a prepayment, unless Borrower otherwise designates in writing at the time such payment is made.

All amounts owing on this Note shall be payable at the address of Lender stated above (or at such other place in Austin, Travis County, Texas designated by Lender in writing delivered to Borrower at the address of Borrower set forth below) in lawful money of the United States of America that is legal tender for public and private debts at the time of payment. The making of any payment in other than immediately available funds, which Lender, at its option, elects to accept shall be subject to collection.

Except as provided in this Note, Borrower and each endorser and guarantor of this Note jointly and severally waive grace, presentment for payment, notice of renewals and extensions, notice of nonpayment, notice of protest, notice of and demand for payment of installments or other amounts coming due under this Note that are not paid when due, notice of intent or election to accelerate Maturity or the actual acceleration of Maturity of the indebtedness evidenced by this Note, and diligence in the collection of this Note or in filing suit on this Note and in seizing or foreclosing on any collateral securing this Note and agree to one or more extensions of Maturity and partial payments before or after Maturity without prejudice to rights of the holder of this Note.

If this Note is placed in the hands of an attorney for collection or is collected by legal proceedings of any kind, Borrower agrees to pay all costs of collection, including reasonable attorneys' fee and costs.

This Note is secured by the liens and security interests granted in the Second Lien Deed of Trust (with Security Agreement and Assignment of Rents) (the "Deed of Trust") of even date herewith from Borrower to Edwina P. Carrington, Trustee for Lender.

The proceeds of this Note will be advanced to Borrower at its special instance and request in accordance with the terms of that certain Construction Loan Agreement (the "Loan Agreement") executed effective of even date herewith between Borrower and Lender.

In the event of default in the payment of any part of the principal or interest on this Note and Borrower's failure to cure such default within ten (10) days after Lender's delivery of written notice of default to Borrower, or upon an Event of Default under the Loan Agreement or the Deed of Trust, then the holder of this Note shall have the unconditional right, without demand, notice, or other action, to declare the unpaid principal balance of this Note, together with interest accrued on the unpaid principal balance, at once due and payable and to foreclose each lien and security interest securing the payment of this Note, either under any power of sale contained in any documents creating such lien or security interest or by court proceedings, as the holder may elect. Notice shall be deemed to have been delivered upon actual receipt or three days after deposit, if deposited in an official depository of the United States Postal Service, properly addressed to the party entitled to the notice, marked certified mail, return receipt requested, and containing sufficient postage. For the purpose of notice, Borrower's address is **5121 Bee Caves Road, Austin, Texas 78746**. Borrower shall have the right to change its address and specify any other address within the United States of America by at least five (5) days' written notice to Lender.

All agreements and transactions between Borrower and Lender, whether now existing or hereafter arising, whether contained herein or in any other instrument, and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the Maturity hereof, prepayment, demand for payment or otherwise, shall the amount contracted for, charged or received by Lender from Borrower for the use, forbearance, or detention of the principal indebtedness or interest hereof, which remains unpaid

from time to time, exceed the maximum amount permissible under Applicable Law, it particularly being the intention of the parties hereto to conform strictly to the law of the State of Texas and of the United States of America, whichever is applicable. Any interest payable hereunder or under any other instrument relating to the loan evidenced hereby that is in excess of the legal maximum under Applicable Law, shall, in the event of acceleration of Maturity, prepayment, demand for payment or otherwise, be automatically, as of the date of such acceleration, prepayment, demand or otherwise, applied to a reduction of the principal indebtedness hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of such principal, such excess shall be refunded to Borrower. To the extent permitted by Applicable Law, determination of the legal maximum amount of interest shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the loan, all interest at any time contracted for, charged or received from Borrower in connection with the loan, so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

This Note shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect.

Borrower warrants and represents to Lender and to each present and future owner and holder of this Note that all loans evidenced by this Note are for business, commercial, investment, agricultural or other similar purpose and not primarily for personal, family, or household, as such terms are used in the Texas Finance Code.

Notwithstanding anything herein or in any other document securing, evidencing or executed in connection with this note, to the contrary, Lender shall have no recourse against Borrower, nor against any guarantor, if any, for payment or for the performance of any of the obligations, covenants and agreements of Borrower under this Note and the documents securing same including, but not limited to the Deed of Trust (said documents hereafter collectively called "Security Documents"), except to the full extent of all of the Property which constitutes security for this Note. If default occurs in the timely and proper payment of any portion of such indebtedness or in the timely performance of any of such obligations, agreement or covenants, any judicial proceedings brought by Lender against Borrower or any guarantor shall be limited to the protection and preservation of the Property, the preservation, enforcement and foreclosure of the liens, mortgages, assignments, rights and security interests now or at any time hereafter securing the payment of the Note, and enforcement and collection of obligations, covenants and indebtedness for which Borrower and any guarantors remain liable as provided in this paragraph. If there is a foreclosure of any such liens, mortgages, assignments, rights, and security interests securing the payment of this Note, by power of sale or otherwise, no judgment for any deficiency upon such indebtedness shall be sought or obtained by Lender against Borrower. Notwithstanding the foregoing provisions of this paragraph or any other agreement, Lender shall have full recourse against Borrower and all guarantors, if any, for: (a) for fraud or misrepresentation by Borrower or any guarantor in connection with the transactions herein contemplated; (b) for failure to pay taxes, assessments, charges for labor or materials or other charges that can create liens on any portion of the Property ; (c) for the misapplication of (i) proceeds of insurance covering any portion of the Property, or (ii) proceeds of the sale or


condemnation of any portion of the Property, or (iii) rentals received by or on behalf of Borrower subsequent to the date on which Lender gives written notice of the posting of foreclosure notices, (d) for failure to prevent waste to the Property unless Lender receives all insurance proceeds collected by Borrower; (e) for the return to Lender of all unearned advance rentals and security deposits paid by tenants of the Property and not refunded to or forfeited by such tenants, (f) for the return of, or reimbursement for, all personalty taken from the Property by or on behalf of Borrower; (g) for all court costs and for all attorneys' fees provided for in any instrument governing, securing or pertaining to the payment of the Note; and (h) for failure to comply with any indemnification provision pertaining to, or covenants pertaining to, environmental matters contained in the Security Documents.

The lien securing this Note is subordinate to the lien securing the First note in the original principal amount of One Million, Four Hundred Twenty-five Thousand and 00/100 (\$1,425,000.00), dated June 14, 2001, executed by Borrower and payable to Compass Bank.

**THIS WRITTEN AGREEMENT AND THE OTHER WRITTEN AGREEMENTS, INCLUDING THE COLLATERAL AGREEMENTS, SIGNED CONTEMPORANEOUSLY WITH THE SIGNING HEREOF REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

LLANO DMA HOUSING, L.P., a Texas limited partnership

By: DMA COMMUNITY PARTNERS, LLC, a Texas limited liability company

By:   
Name: Diana McIver  
Title: President/Manager

## 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.

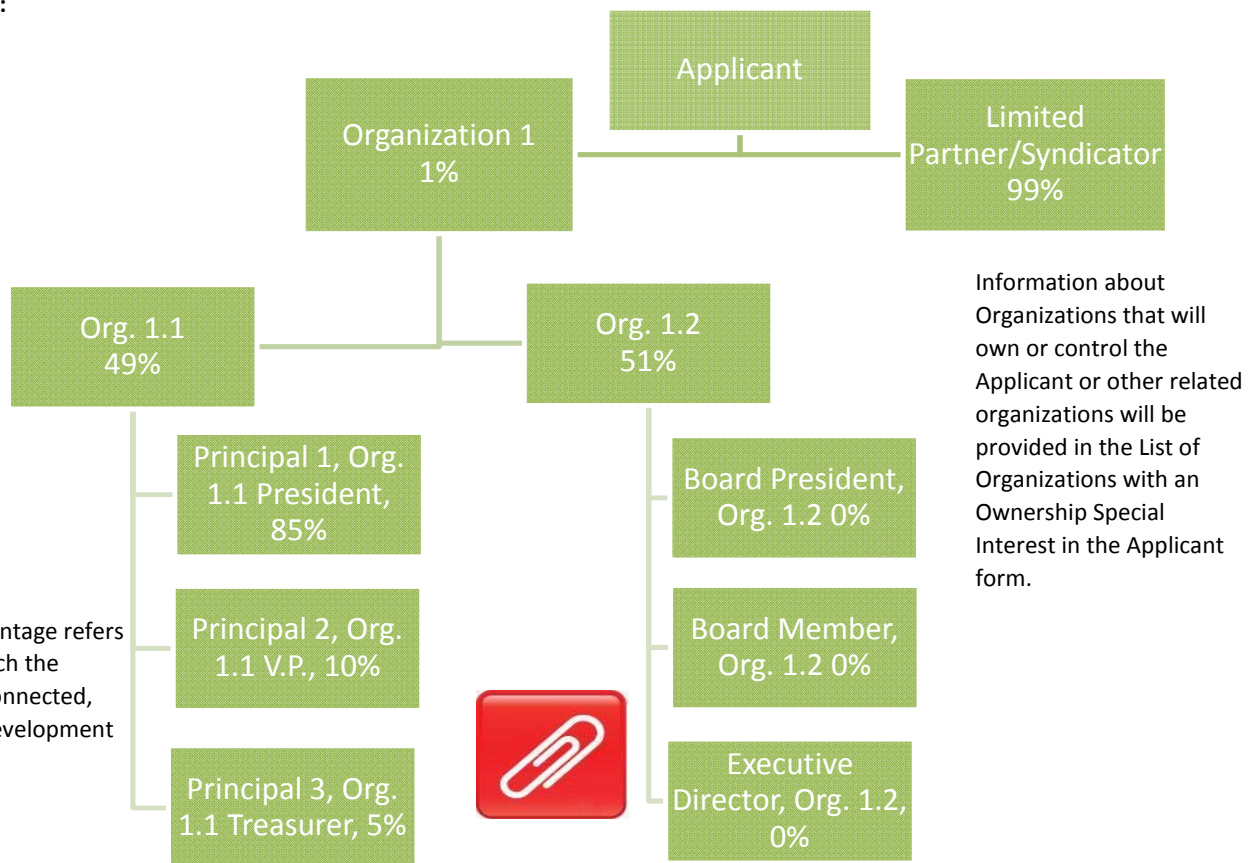
The organization charts must include:

- 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:**

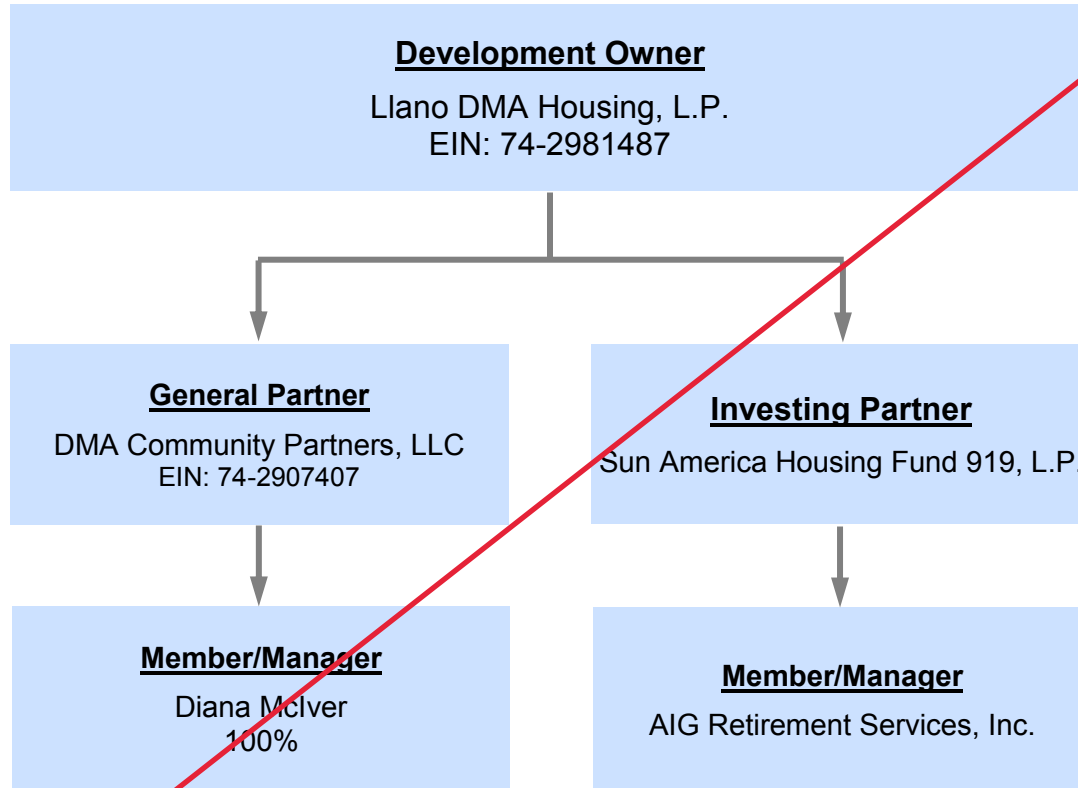


Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

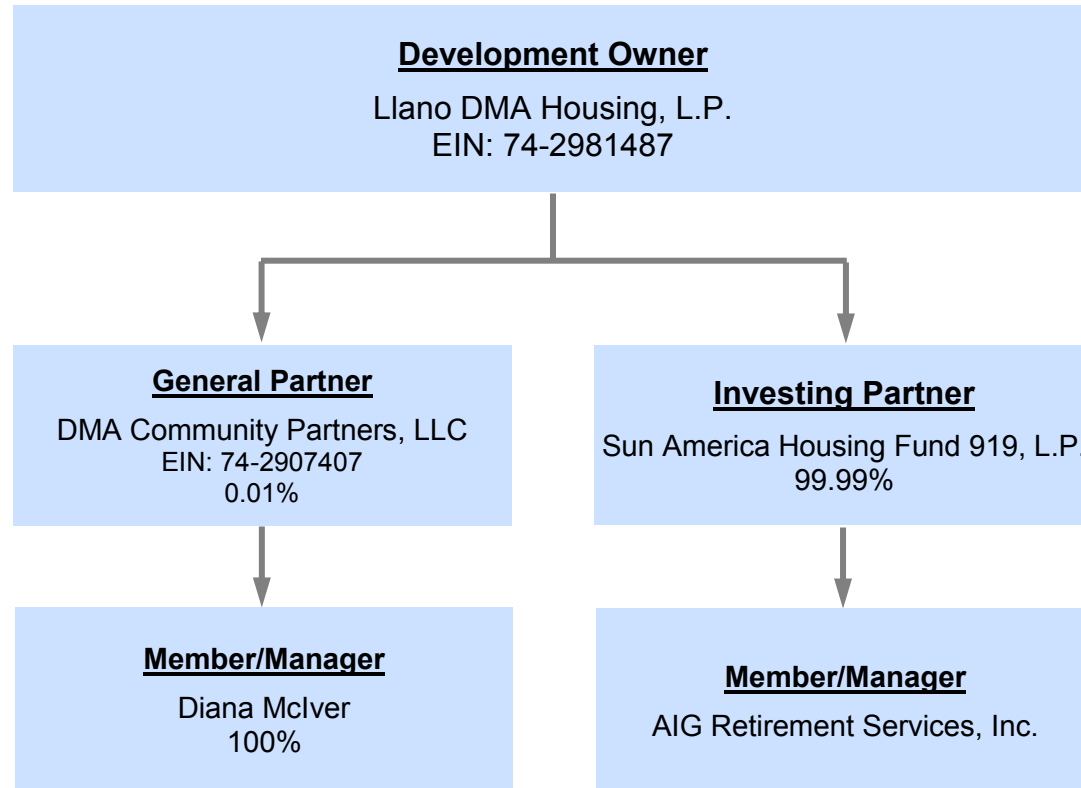
**If a revised chart is submitted, include date of submission!**



## Organizational Chart of Ownership Entity



## Organizational Chart of Ownership Entity



**Organizational Chart of Guarantor**

Diana McIver  
100%

## 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>Llano DMA Housing, L.P.</u>	
Address: <u>4101 Parkstone Heights Drive, Suite 310</u>	City: <u>Austin</u> State: <u>TX</u> Zip: <u>78746</u>
Name(s) of Entities the Organization Owns or Controls: <u>Legend Oaks</u>	
Organization legally formed? <u>Yes</u>	Date formed: <u>12/5/2000</u> Legal Org is or will be: <u>Limited Partnership</u>
Previous TDHCA Experience? <u>No</u>	Phone: <u>(512) 328-3232</u> Email: <u>dianam@dmacompanies.com</u>

Org. 1

Organization Legal Name: <u>DMA Community Partners, LLC</u>		Role/Title: <u>General Partner</u>
Address: <u>4101 Parkstone Heights Drive, Suite</u>		City: <u>Austin</u> State: <u>TX</u> Zip: <u>78746</u>
Name(s) of Entities the Organization Owns or Controls: <u>Llano DMA Housing, L.P.</u>		
Organization legally formed? <u>Yes</u>	Date formed: <u>2/18/1999</u>	Legal Org is or will be: <u>Limited Liability Company</u>
Previous TDHCA Experience? <u>Yes</u>	Phone: <u>(512) 328-3232</u>	Email: <u>dianam@dmacompanies.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>Diana Mclver</u>	2. _____	3. _____
TDHCA Experience: <u>Yes</u>	TDHCA Experience: _____	TDHCA Experience: _____
4. _____	5. _____	6. _____
TDHCA Experience: _____	TDHCA Experience: _____	TDHCA Experience: _____

Org.

Organization Legal Name: <u>Sun America Housing Fund 919, L.P.</u>		Role/Title: <u>Investing Partner</u>
Address: <u>1526 E. Parham Road</u>		City: <u>Richmond</u> State: <u>VA</u> Zip: <u>23228</u>
Name(s) of Entities the Organization Owns or Controls: <u>Llano DMA Housing, L.P.</u>		
Organization legally formed? <u>Yes</u>	Date formed: <u>12/5/2000</u>	Legal Org is or will be: <u>Limited Partnership</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>AIG Retirement Services, Inc.</u>	2. _____	3. _____
TDHCA Experience: <u>No</u>	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: _____

## 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: Llano DMA Housing, L.P.

Email Address: dianam@dmacompanies.com

City & State of Home Addr: Austin, Texas

Applicant Legal Name: Llano DMA Housing, L.P.

**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)
00155	Legend Oaks	Llano	HTC	Mar-00	
851000	Legend Oaks	Llano	HTF	Mar-01	
85105	Legend Oaks	Llano	HTF	Mar-01	

**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.

<b>Community Affairs:</b>	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
<b>HOME:</b>	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
<b>HTF/OCI:</b>	AYBR		Bootstrap		CFDC		Self-Help	
<b>Other:</b>							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: DMA Community Partners, LLC

Email Address: dianam@dmacompanies.com

City & State of Home Addr: Austin, Texas

Applicant Legal Name: Llano DMA Housing, L.P.

**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)
00155	Legend Oaks	Llano	HTC	Mar-00	
851000	Legend Oaks	Llano	HTF	Mar-01	
85105	Legend Oaks	Llano	HTF	Mar-01	
99179	Mariposa Gardens	Mathis	HTC	Mar-99	
98147	The Oaks at Winding Way	Gonzales	HTC	Mar-98	
98148	Sandia Crossing	Luling	HTC	Mar-98	

**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.

<b>Community Affairs:</b>	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
<b>HOME:</b>	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
<b>HTF/OCI:</b>	AYBR		Bootstrap		CFDC		Self-Help	
<b>Other:</b>							<b>NSP</b>	

## 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: Diana McIver / Member Manager

Email Address: DianaM@dmacompanies.com

City & State of Home Addr: Austin, Texas

Applicant Legal Name: Llano DMA Housing, L.P.

**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)
98147	The Oaks at Winding Way	Gonzales	HTC	Mar-98	
98148	Sandia Crossing	Luling	HTC	Mar-98	
99176	Mariposa Gardens	Mathis	HTC	Mar-99	
00155	Legend Oaks	Llano	HTC	Mar-00	
851000	Legend Oaks	Llano	HTF	Mar-01	
85105	Legend Oaks	Llano	HTF	Mar-01	
01086	Mission Oaks	Refugio	HTC	Mar-01	
85022	Mission Oaks	Refugio	HTF	Aug-02	
852106	Mission Oaks	Refugio	HTF	Aug-02	
01088	Eden Place	Seguin	HTC	Mar-01	
852101	Eden Place	Seguin	HTF	Aug-02	
852014	Eden Place	Seguin	HTF	Apr-03	
02008	Prairie Commons	Dallas	HTC	Mar-01	
02097	Grove Park Terrace	Waxahachie	HTC	Mar-02	
03190	Westview Ranch	Pearsall	HTC	Mar-03	
04213	The Village at Morningstar	Texas City	HTC	Mar-04	
1000224	The Village at Morningstar	Texas City	HTF	Mar-04	
04149	Seton Home for Teen Moms	San Antonio	HTC	Mar-04	Dec-06
07036	Seton Home for Teen Moms	San Antonio	HTC	Nov-06	Dec-06
05141	The Arbors at Rose Park	Abilene	HTC	Mar-05	
1000419	The Arbors at Rose Park	Abilene	HTF	Mar-05	
08042	The Arbors at Rose Park	Abilene	HTC	Nov-06	
07092	Prospect Point	Jasper	HTC	Mar-06	
1000771	Prospect Point	Jasper	HOME	Mar-06	
08948	Prospect Point	Jasper	HTC	Nov-08	
07294	The Grove at Brushy Creek	Bowie	HTC	Mar-07	
08942	The Grove at Brushy Creek	Bowie	HTC	Nov-08	
10721	The Grove at Brushy Creek	Bowie	TCAP	Nov-10	
07295	The Bluestone	Mabank	HTC	Mar-07	
08943	The Bluestone	Mabank	HTC	Nov-08	
07223	Shady Oaks	Georgetown	HTC	Mar-07	Dec-15
1000881	Shady Oaks	Georgetown	HTC	Mar-07	Dec-15
08914	Shady Oaks	Georgetown	HTC	Nov-08	Dec-15
07293	Morningstar Villas	Texas City	HTC	Mar-07	
08941	Morningstar Villas	Texas City	HTC	Nov-08	
08264	Cambridge Crossing	Corsicana	HTC	Mar-08	
1000991	Cambridge Crossing	Corsicana	HOME	Mar-08	
09937	Cambridge Crossing	Corsicana	EXCHANGE	Feb-10	
09267	Heritage Crossing	Sante Fe	HTC	Mar-09	
1001129	Heritage Crossing	Santa Fe	HOME	Mar-09	
09987	Heritage Crossing	Sante Fe	EXCHANGE	Jul-10	
10002	Wildflower Terrace	Austin	HTC	Mar-09	

11217	The Overlook at Plum Creek	Kyle	HTC	Mar-11	
1001492	The Overlook at Plum Creek	Kyle	HOME	Mar-11	
11223	The Terrace at MidTowne	Midlothian	HTC	Mar-11	
1001538	The Terrace at MidTowne	Midlothian	HOME	Mar-11	
01130	Port Arthur Townhomes	Port Arthur	HTC	Jan-13	Dec-17
13201	The Trails at Carmel Creek	Hutto	HTC	Nov-13	
1002027	The Trails at Carmel Creek	Hutto	HOME	Dec-13	
13213	Bailey Square Apartments	Cuero	HTC	Nov-13	
1002028	Bailey Square Apartments	Cuero	HOME	Feb-14	
14182	Prairie Gardens	Abilene	HTC	Nov-14	
15410	Aldrich 51	Austin	HTC	Dec-15	
15306	Altura Heights	Houston	HTC	Aug-16	
131500153	Altura Heights	Houston	TCAP	Jul-16	
16115	The Reserve at Dry Creek	Hewitt	HTC	Dec-16	
17445	The Nightingale at Goodnight Ranch	Austin	HTC	Oct-17	

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.

<b>Community Affairs:</b>	CEAP		DOE		HHSP		WAP	
	CSBG		ESG		LIHEAP			
<b>HOME:</b>	CFDC		HBA		PWD		TBRA	
	DR		HRA		SFD			
<b>HTF/OCI:</b>	AYBR		Bootstrap		CFDC		Self-Help	
<b>Other:</b>							<b>NSP</b>	



# 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.

**NOT APPLICABLE**

Document: Nonprofit Participation and Additional Nonprofit Documents

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: \_\_\_\_\_

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? \_\_\_\_\_

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? \_\_\_\_\_

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:

\_\_\_\_\_

4) Will the nonprofit receive part of the development fees paid in connection with the development? \_\_\_\_\_

If "Yes," explain: \_\_\_\_\_

**LIST OF THE NONPROFIT ORGANIZATION'S BOARD MEMBERS, DIRECTORS AND OFFICERS**

<b>Name</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State    Zip</b>
<b>Phone</b>	<b>Ext.</b>	<b>Fax or Email</b>	<b>Occupation</b>
<b>Name</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State    Zip</b>
<b>Phone</b>	<b>Ext.</b>	<b>Fax or Email</b>	<b>Occupation</b>
<b>Name</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State    Zip</b>
<b>Phone</b>	<b>Ext.</b>	<b>Fax or Email</b>	<b>Occupation</b>
<b>Name</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State    Zip</b>
<b>Phone</b>	<b>Ext.</b>	<b>Fax or Email</b>	<b>Occupation</b>
<b>Name</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State    Zip</b>
<b>Phone</b>	<b>Ext.</b>	<b>Fax or Email</b>	<b>Occupation</b>
<b>Name</b>		<b>Title</b>	
<b>Address</b>		<b>City</b>	<b>State    Zip</b>
<b>Phone</b>	<b>Ext.</b>	<b>Fax or Email</b>	<b>Occupation</b>

## 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)



**NOT APPLICABLE**

## 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:**

<a href="#">DMA Development Company, LLC</a>	<a href="#">Diana McIver</a>	<a href="#">(512) 328-3232</a>
	Contact Name	Phone
<a href="mailto:DianaM@dmacompanies.com">DianaM@dmacompanies.com</a>	\$0.00	74-2907408
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input checked="" type="checkbox"/>

**Housing General Contractor:**

n/a		
	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"/>

**Infrastructure General Contractor:**

n/a		
	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"/>

**Cost Estimator:**

n/a		
	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"/>

**Architect:**

n/a		
	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:**

n/a		
	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*		

**Civil Engineer:**

n/a		
	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*		

**Market Analyst:**

n/a	<a href="#">See Waiver Request</a>	
	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*		

**Appraiser:**

n/a	<a href="#">See Waiver Request</a>	
	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:**

n/a		
	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:**

<a href="#">Novogradac &amp; Company LLP</a>	<a href="#">George Littlejohn</a>	<a href="#">(512) 349-3232</a>
	Contact Name	Phone
<a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a>	\$0.00	95-310253
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

**Property Manager:**

DMA Properties, LLC		Sergio Amaya	(512) 328-3232
		Contact Name	Phone
SergioA@dmacompanies.com		6 percent	02-0553727
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input checked="" type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*			<input checked="" type="checkbox"/>

**Originator of Underwriter:**

		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"/>

**Bond Issuer:**

n/a			
		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"/>

**Syndicator:**

		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"/>

**Supportive Services Provider:**

		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"/>

**Supportive Services Provider:**

		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"/>

**Title Company**

[Redacted]		
Contact Name		Phone
[Redacted]		
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*		

**Application Consultant:**

n/a		
Contact Name		Phone
[Redacted]		
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*		

**ESA Provider:**

n/a		<a href="#">See Waiver Request</a>
Contact Name		Phone
[Redacted]		
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*		

**PCA Provider:**

n/a		<a href="#">See Waiver Request</a>
Contact Name		Phone
[Redacted]		
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*		

**Other:**

[Redacted]		
Contact Name		Phone
[Redacted]		
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*		

**Other:**

[Redacted]		
Contact Name		Phone
[Redacted]		
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*		

## 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:

<u>DMA Development Company, LLC</u>	<u>Diana Mclver</u>	<u>(512) 328-3232</u>
	Contact Name	Phone
<u>DianaM@dmacompanies.com</u>	<u>\$0.00</u>	<u>74-2907408</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input checked="" type="checkbox"/>

### Housing General Contractor:

<u>n/a</u>		
	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"/>

### Infrastructure General Contractor:

<u>n/a</u>		
	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"/>

### Cost Estimator:

<u>n/a</u>		
	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"/>

### Architect:

<u>n/a</u>		
	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:**

n/a		
	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*		

**Civil Engineer:**

n/a		
	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*		

**Market Analyst:**

n/a	<a href="#">See Waiver Request</a>	
	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*		

**Appraiser:**

n/a	<a href="#">See Waiver Request</a>	
	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:**

n/a		
	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:**

<a href="#">Novogradac &amp; Company LLP</a>	<a href="#">George Littlejohn</a>	<a href="#">(512) 349-3232</a>
	Contact Name	Phone
<a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a>	\$0.00	95-310253
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

**Property Manager:**

DMA Properties, LLC		Sergio Amaya	(512) 328-3232
		Contact Name	Phone
SergioA@dmacompanies.com		6 percent	02-0553727
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input checked="" type="checkbox"/> Yes		
This is a direct or indirect, financial, or other interest with Applicant or other team members*			<input checked="" type="checkbox"/> Yes

**Originator of Underwriter:**

		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"/>

**Bond Issuer:**

n/a			
		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"/>

**Syndicator:**

		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"/>

**Supportive Services Provider:**

		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"/>

**Supportive Services Provider:**

		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"/>

**Title Company**

[Redacted]		
Contact Name		Phone
[Redacted]		
Email	Proposed Fee	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:**

n/a		
Contact Name		Phone
[Redacted]		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

**ESA Provider:**

n/a		
Contact Name		Phone
See Waiver Request		[Redacted]
[Redacted]		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

**PCA Provider:**

Partner Engineering and Science, Inc.		
Contact Name		Phone
Scott Chiu		(214) 234-9561
[Redacted]		
Email	Proposed Fee	Tax ID Number (TIN)
schiu@partnersesi.com	\$2,500.00	[Redacted]
Certified Texas HUB?	No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

**Other:**

[Redacted]		
Contact Name		Phone
[Redacted]		
Email	Proposed Fee	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]		
Contact Name		Phone
[Redacted]		
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	[Redacted]	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		

## **Relationships between Development Team Members**

As disclosed on the Development Team Members form, there is a direct relationship between the Applicant, Developer, and Property Manager.

DMA Community Partners, LLC, is the General Partner of the Applicant. This entity is wholly owned by Diana McIver who is also is the sole owner of DMA Development Company, LLC (developer) and DMA Properties, LLC (management company and supportive service provider).

## Architect Certification Form

n/a

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.

## 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.





TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

[www.tdhca.state.tx.us](http://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

August 14, 2018

Writer's direct phone # 512-475-1676  
Email: [marni.holloway@tdhca.state.tx.us](mailto:marni.holloway@tdhca.state.tx.us)

Ms. Diana McIver  
c/o Nicole Mwei  
4101 Parkstone Heights Drive, Suite 310  
Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Ms. McIver:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

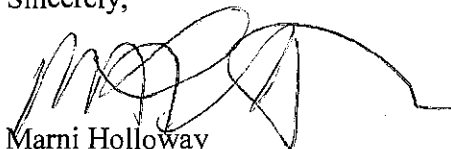
(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.



If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at [marni.holloway@tdhca.state.tx.us](mailto:marni.holloway@tdhca.state.tx.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'Marni Holloway', with a long, sweeping horizontal line extending to the right.

Marni Holloway  
Director of Multifamily Finance



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)

<b>1a. Project Name &amp; Address (including City, County, State &amp; Zip Code)</b> Legend Oaks 101 Legend Hills Blvd. Llano, TX 78643 Llano County	<b>1b. Project Contract Number</b> 00155	<b>1c. No. of Units</b> 48
<b>1d. Census Tract</b> 48299970200		
<b>1e. Housing/Expanded Housing Market Area</b> Housing Market Area: Llano, TX Expanded Housing Market Area: Llano County		

**1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address**

Sergio Amaya VP, DMA Properties, LLC  
 4101 Parkstone Heights Drive, Ste 310, Austin, Travis, TX, 78746, (512) 328-3232, sergioa@dmacompanies.com

**1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address**

DMA Development, LLC  
 4101 Parkstone Heights Drive, Ste 310, Austin, Travis, TX, 78746, (512) 328-3232, dianam@dmacompanies.com

**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

Sergio Amaya VP, DMA Properties, LLC  
 4101 Parkstone Heights Drive, Ste 310, Austin, Travis, TX, 78746, (512) 328-3232, sergioa@dmacompanies.com

**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.**

Sergio Amaya VP, DMA Properties, LLC  
 4101 Parkstone Heights Drive, Ste 310, Austin, Travis, TX, 78746, (512) 328-3232, sergioa@dmacompanies.com

### 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 /east 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.

The property staff will monitor all traffic through the weekly traffic reports. We will assess ethnicity of all potential residents and determine the media source the potential resident used to hear about the property.

The property will monitor all traffic reports on a quarterly basis to determine if current marketing efforts have been successful in attracting and housing persons least likely to apply.

Future marketing efforts will be based on targeting the businesses and/or organizations , as well as type of media marketing, that have been successful in our efforts to attract the targeted profile.

**7a. Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

Corporate office staff members.

**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?

Third party/in-house trainings.

- (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?

Annual testing.

**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?

Property management staff member, corporate office staff members.

**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.

Property staff receives training in AFHM/Fair Housing Training in the annual training meeting conducted by corporate office staff.

Dates of prior training: 2/2007, 12/2007, 6/2008, 12/2009, 2/2011, 7/2012, 4/2013, 6/2014, 7/2015

Dates of anticipated future training: 4/2016

Please see the sample of training materials provided in "Attachment A."

**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.

Corporate staff members and online translation programs will be used when additional language translation services are necessary.

**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)

*Sergio Amaya*

10/20/18

Name (type or print)

Sergio Amaya

Title & Name of Company

Agent for Managing Member, DMA LLC

**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)

Title

Name (type or print)

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	94.74		84.4	84.7	89.6
% Black or African American	1.75		0.7	0.5	0.6
% Hispanic or Latino	5.26		13.2	12.9	8.0
% Asian	NA		NA	NA	NA
% American Indian or Alaskan Native	NA		NA	NA	NA
% Native Hawaiian or Pacific Islander	NA		NA	NA	NA
% Persons with Disabilities	14.04		26.2	28.7	22.4
% Families with Children under the age of 18	NA		NA	NA	NA
Other (specify)					

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)						

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.
Individuals with Disabilities	Aging and Disability Resource Ctr - 6800 Burleson Road, Suite 165, Austin, TX 78744 Contact: Vivian Harris, (512) 916-6179, avharris@capcog.org Experience: Coordinator/Housing Navigator, 1 Year Role: Make Referrals      Approximate date of contact: August 2015
Hispanic	Austin Hispanic Chamber of Commerce - 3601 Far West Blvd, Suite 204, Austin, TX 78731 Contact: Mary Lou Lugo, (512) 476-7502, mlugo@ghcc.org Experience: Executive Assistant, 5 Years Role: Make Referrals      Approximate date of contact: August 2015

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:
<b>Newspaper(s)</b>	The Llano News - Hispanic		
<b>Radio Station(s)</b>			
<b>TV Station(s)</b>			
<b>Electronic Media</b>	ALL		
Property Website & Craigslist			
<b>Bulletin Boards</b>	Llano HA All - FH Logo, HCA Logo	HCCAA - Persons w/ Disabilities	
<b>Brochures, Notices, Flyers</b>	Chamber of Commerce - All		
<b>Other (specify)</b>			

## 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. N/A		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		

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*

## Community Input Scoring Items

TDHCA#:

### 1. Local Government Support - §11.9(d)(1)

n/a 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)

n/a 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)

n/a 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

Contact Name

Support

Opposition

B.

Name of Community Organization

Contact Name

Support

Opposition

C.

Name of Community Organization

Contact Name

Support

Opposition

D.

Name of Community Organization

Contact Name

Support

Opposition

E.

Name of Community Organization

Contact Name

Support

Opposition

F.

Name of Community Organization

Contact Name

Support

Opposition

## 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: n/a

Date of Report: n/a

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: See Waiver Request

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: n/a

Date of Report: See Waiver Request

### 4. Property Condition Assessment (PCA)

Prepared by: n/a

Date of Report: See Waiver Request

## 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: n/a

Date of Report: n/a

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: See Waiver Request

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: n/a

Date of Report: See Waiver Request

### 4. Property Condition Assessment (PCA)

Prepared by: Partner Engineering and Science, Inc.

Date of Report: 11/29/2018



5. **Appraisal**

Prepared by: n/a

Date of Report: See Waiver Request

6. **Site Design and Development Feasibility Report**

Prepared by:

Date of Report: See Waiver Request

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