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.
2018 Uniform
Multifamily Application

The Village at Overlook
TDHCA #18086
Tab 1a
Application Certification
2018 Multifamily Uniform Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: The Village at Overlook Parkway

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.

Franklin Park Overlook, Ltd.
Applicant Entity Name

By:
Signature of Authorized Representative

Ryan Wilson
Printed Name

Authorized Representative

Title

Date

Sworn to and subscribed before me on the 27 day of February, 2018

by Ryan Wilson

(Personalized Seal)

LUCILA DIAZ
Notary Public, State of Texas
Notary ID 12819239-2

Notary Public, State of BEKAR
County of 04.14.2018
My Commission Expires:

1/29/2018 10:30 AM
2018 Multifamily Uniform Application Certification
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

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Franklin Park Overlook, Ltd.
Applicant Entity Name

By:
Signature of Authorized Representative
Ryan Wilson
Printed Name
Authorized Representative
Title

Date
Sworn to and subscribed before me on the day of , .

by Ryan Wilson
(Personalized Seal)

Notary Public Signature
Notary Public, State of
County of
My Commission Expires:
Date

2/28/2018 11:00 PM
Tab 1b
Meeting Selection (4% only)

Not Applicable
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 financial 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:

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
</tr>
<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
</tr>
<tr>
<td>May 24, 2018</td>
<td>March 9, 2018</td>
</tr>
<tr>
<td>June 28, 2018</td>
<td>April 13, 2018</td>
</tr>
<tr>
<td>July 12, 2018</td>
<td>April 27, 2018</td>
</tr>
</tbody>
</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
Tab 2
Development Owner
Certification
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](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):

- [x] §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](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 i: 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 §537.01 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

Ryan Wilson

Printed Name

Authorized Representative

Title

2/27/18

Date

The State Of Texas

County Of Bexar

Before me, a notary public, on this day personally appeared Ryan Wilson, 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 27th day of February, 2018

(Seal)

Lucila Diaz
Notary Public Signature

Page 8 of 8
Undesirable Site Features

Development is located adjacent to power transmission lines. Mitigation efforts are noted in Site Design / Feasibility Report and Preliminary Site plan prepared by Pape-Dawson Engineers.
Tab 3
Applicant Eligibility
Certification
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.
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
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.
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
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

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

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

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

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the materials governing the multifamily funding programs are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but
not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2018 Applicant Eligibility Certification

By: 
Signature of Authorized Representative

Roman "Nick" Pena
Printed Name

President / Board Chairman, Our Casas Resident Council, Inc.
Title

2-16-18
Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared
Roman "Nick" Pena, 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 16 day of February 2018

(Seal)

Bernardino Vasquez
MY COMMISSION EXPIRES July 18, 2019
Notary Public Signature
By: Angela Garcia
Signature of Authorized Representative

Angela Garcia
Printed Name

Vice President
Title

3/16/18
Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared Angela Garcia, 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 16 day of FEBRUARY, 2018

(Seal)

BERNARDINO VASQUEZ
MY COMMISSION EXPIRES July 18, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

By:  

Signature of Authorized Representative

Henrietta F. LaGrange
Printed Name

Treasurer
Title

2/16/2018
Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared HENRIETTA F. LAGRANGE 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 16 day of FEBRUARY, 2018

(Seal)

BERNARDINO VASQUEZ
MY COMMISSION EXPIRES
July 18, 2019

Notary Public Signature
2018 Applicant Eligibility Certification

By: ____________________________

[Signature of Authorized Representative]

Richard Gonzalez
Printed Name

Secretary
Title

2-16-18
Date

THE STATE OF ____________________________

COUNTY OF ____________________________

Before me, a notary public, on this day personally appeared Richard Gonzalez, 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 16th day of February, 2018

(Seal)

[Notary Public Signature]
By: [Signature]
Signature of Authorized Representative

Laura Sosa
Printed Name

Board Member
Title

2-16-18
Date

THE STATE OF  Texas  §
COUNTY OF  Bexar  §

Before me, a notary public, on this day personally appeared
Laura Sosa, 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 16th day of February 2018

(Seal)

BERNARDINO VASQUEZ
MY COMMISSION EXPIRES
July 18, 2019

Notary Public Signature
By:  

David Soto Jr
Printed Name

Board Member
Title

2/16/18
Date

THE STATE OF Texas §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared David Soto Jr., 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 16th day of February, 2018

(Seal)

BERNARDINO VASQUEZ
MY COMMISSION EXPIRES
July 18, 2019
Notary Public Signature
By: __________________________

Signature of Authorized Representative

AUBRA FRANKLIN

Printed Name

OWNER - FRANKLIN DEVELOPMENT PROPERTIES, LTD

Title

2/13/18

Date

THE STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared AUBRA FRANKLIN, 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 13th day of FEBRUARY, 2018

(Seal)

JACQUELYN M PAINE
Notary Public, State of Texas
Comm. Expires 05-12-2019
Notary ID 12455562-2

Notary Public Signature
2018 Applicant Eligibility Certification

By: Dario Chapa
Signature of Authorized Representative

Dario Chapa
Printed Name

EXECUTIVE DIRECTOR
Title

06-12-18
Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared Dario Chapa, 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 12 day of JUNE, 2018

(Seal)

Bernardino Vasquez
MY COMMISSION EXPIRES July 18, 2019

Notary Public Signature
Tab 4
Multifamily Direct Loan Certification

Not Applicable
Multifamily Direct Loan Certification

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Edgar Sandoval</td>
<td>Phone: (210) 483-2413</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:edgar@franklinmgt.net">edgar@franklinmgt.net</a></td>
<td></td>
<td>210-867-8220</td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 21260 Gathering Oak, Ste. 101</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street: San Antonio</td>
<td>City: San Antonio</td>
<td>State: Texas</td>
<td>Zip: 78260</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Lucila Diaz</td>
<td>Phone: 210-408-3152</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Lucila@franklindev.net">Lucila@franklindev.net</a></td>
<td></td>
<td>210-744-5300</td>
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<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street:</td>
<td>City:</td>
<td>State:</td>
<td>Zip:</td>
</tr>
</tbody>
</table>
Tab 6
Self Score
### Competitive Housing Tax Credit Selection Self-Score

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

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>High Quality Housing Total</strong> 17</td>
</tr>
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</table>

#### Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
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<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>5</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Serve and Support Texans Most in Need Total</strong> 51</td>
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#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Community Support and Engagement Total</strong> 11</td>
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#### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

<table>
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<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong> 43</td>
</tr>
</tbody>
</table>

#### Point Deductions

<table>
<thead>
<tr>
<th>Point Deductions</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>§11.9(f)</td>
<td></td>
</tr>
</tbody>
</table>

| **Total Application Self Score** | 122 |
Site Information Form Part I

1. Development Address (All Programs)

Overlook Parkway and U.S. 281 North
San Antonio

Address

City

Region Zip County Rural/Urban

2. Census Tract Information (All Programs)

48029191810 No Median Household Income: 97540.00 Quartile: 1q Poverty Rate: 1.3

Census Tract Number QCT?
The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

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.

X 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))

X 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))

X 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))


Development Site is appropriately zoned? Yes Zoning Designation: MXD

Flood Zone Designation: X Entire Development Site is outside the 100 year floodplain.


Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2015</td>
</tr>
<tr>
<td>Tuscany E.S.</td>
<td>1 through 5</td>
<td>Yes</td>
</tr>
<tr>
<td>Tejeda M.S.</td>
<td>6 through 8</td>
<td>Yes</td>
</tr>
<tr>
<td>Johnson H.S.</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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: _________________
Tab 8
Supporting Documentation for the Site Information Form
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
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- School Attendance Zone Map with Development labeled;
- 2017 TEA accountability information for each school;
- 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.
The Village at Overlook

<table>
<thead>
<tr>
<th>Community Facility:</th>
<th>Crossbridge Community Church</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Clinic/ Hospital:</td>
<td>Baptist Hospital</td>
</tr>
</tbody>
</table>
February 28, 2018

TDHCA
221 East 11th Street
Austin, Texas 78701

SUBJECT: ZV2017202: CB 4865 P-20 & P-48 and CB 4926 P-2; Overlook Parkway at US 281 North, San Antonio, Texas

To Whom It May Concern:

As of the date of this letter, the above-referenced property is zoned “MXD MLOD-1 ERZD” Mixed Use Camp Bullis Military Lighting Overlay Edwards Recharge Zone District. The “MXD” base zoning district was established by Ordinance 2016-12-01-0902, dated December 1, 2016.

The use of Multi-family with a maximum density of 25 units per acre is a permitted use within the portion dedicated for multi-family use on the approved MXD site plan, herein attached. The proposed 146-unit senior housing to include two-story apartments and one-story cottage buildings are permitted uses within the “MXD” base zoning district.

Please reference Articles III and V of San Antonio’s UDC for lot dimension and building criteria, including outside storage and display standards, height limitations, buffer requirements, building setbacks, and minimum and maximum parking requirements. If you wish to ensure compliance with the current building code or with development standards and other regulations in the UDC, which may require the review of building/site plans, please contact a Development Services Department Engineer at (210) 207-8281 to discuss or to schedule a more in-depth preliminary plan review.

For information on the enforcement of building and development code requirements including the issuance of building permits, records of zoning code violations and certificates of occupancy, please contact the Customer Services Section of our Department at (210) 207-1111. If we may be of further assistance, please contact Daniel Hazlett, the Planner who worked on your request, at (210) 207-7945 or via email at Daniel.Hazlett@sanantonio.gov. Thank you.

Cordially,

Logan Sparrow
Principal Planner
The City of San Antonio does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. Information shown on these maps is derived from public records that are constantly undergoing revision. Under no circumstances should GIS-derived products be used for final design purposes. The City provides this information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibility for anyone's use of the information.
Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
48029C0140G

MAP REVISED
SEPTEMBER 29, 2010

Federal Emergency Management Agency

Phase I Environmental Site Assessment
The Village at Overlook Senior Apartments
US 281 at Overlook Parkway – 9.247 Acres
Bexar County
San Antonio, Texas

FEMA MAP
Project No:
S183008
Date:
February 2018
Elementary School Boundaries

- HARDY OAK
- HARMONY HILLS
- RIDGEVIEW
- HIDDEN FOREST
- LARKSPUR
- JACKSON KELLER
- COLONIAL HILLS
- OLMOS
- WEST AVENUE
- DELLYVIEW
- CASTLE HILLS
- OAK MEADOW
- HUEBNER
- CAMELOT
- MONTGOMERY
- FOX RUN
- OAK GROVE
- WINDCREST
- CLEAR SPRING
- EL DORADO
- WOODSTONE
- NORTHERN HILLS
- REGENCY PLACE
- COKER
- STAHL
- LONGS CREEK
- E TERRELL HILLS
- WALZEM
- WILSHIRE
- NORTHWOOD
- Serna
- THOUSAND OAKS
- REDLAND OAKS
- STONE OAK
- WETMORE

Tuscany Elementary School Attendance Zone

Village at Overlook Parkway
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.

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
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<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,178</td>
<td>1,341</td>
<td>88</td>
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<tr>
<td>2 - Student Progress</td>
<td>873</td>
<td>1,600</td>
<td>55</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,120</td>
<td>2,000</td>
<td>56</td>
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<tr>
<td>4 - Postsecondary Readiness</td>
<td>62.8</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Performance Index Summary

District Designation

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

Campus Demographics

- Campus Type: Elementary
- Campus Size: 880 Students
- Grade Span: EE - 05
- Percent Economically Disadvantaged: 13.1%
- Percent English Language Learners: 9.4%
- Mobility Rate: 8.4%
- Percent Served by Special Education: 7.6%
- Percent Enrolled in an Early College High School Program: 0.0%

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 21 out of 23 = 91%
- Participation Rates: 16 out of 16 = 100%
- Graduation Rates: N/A

Total: 37 out of 39 = 95%

Further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html

TUSD | Academics | Performance Reporting
Page 1

August 15, 2017
TEXAS EDUCATION AGENCY
2017 Accountability Summary
TEJEDA MIDDLE (015910056) - NORTH EAST ISD

Accountability Rating
Met Standard

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
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<td>3,362</td>
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<tr>
<td>2 - Student Progress</td>
<td>667</td>
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<td>3 - Closing Performance Gaps</td>
<td>1,390</td>
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<td>58</td>
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<tr>
<td>4 - Postsecondary Readiness</td>
<td>64.2</td>
<td>N/A</td>
<td>64</td>
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</table>

System Safeguards
Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Met Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>31 out of 34 = 91%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>18 out of 18 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>49 out of 52 = 94%</td>
</tr>
</tbody>
</table>

Further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting
Page 1
August 15, 2017
Johnson High School Boundary
TEXAS EDUCATION AGENCY
2017 Accountability Summary
JOHNSON H S (015910014) - NORTH EAST ISD

Accountability Rating
Met Standard

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>3,244</td>
<td>3,520</td>
<td>92</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>548</td>
<td>1,600</td>
<td>34</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,565</td>
<td>2,400</td>
<td>65</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>21.6</td>
<td></td>
<td>21.6</td>
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<tr>
<td>Graduation Rate Score</td>
<td>24.6</td>
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<tr>
<td>Graduation Plan Score</td>
<td>23.3</td>
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<td>23.3</td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>21.7</td>
<td></td>
<td>21.7</td>
</tr>
</tbody>
</table>

Distinction Designation

- Academic Achievement in ELA/Reading: NO 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: DISTINCTION EARNED
- Postsecondary Readiness: NO DISTINCTION EARNED

Campus Demographics
Campus Type: High School
Campus Size: 3,070 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 15.6%
Percent English Language Learners: 2.5%
Mobility Rate: 9.4%
Percent Served by Special Education: 6.3%
Percent Enrolled in an Early College High School Program: 0.0%

System Safeguards
Number and Percentage of Indicators Met
Performance Rates: 29 out of 31 = 94%
Participation Rates: 15 out of 15 = 100%
Graduation Rates: 7 out of 7 = 100%
Total: 51 out of 53 = 96%

Further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/Index.html

 TEA | Academics | Performance Reporting  Page 1  August 15, 2017
Tab 9
Site Information Form
Part II
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.

   pharmacy (1 mile) __________________________

   community, civic or service organization (1 mile) __________________________

   health-related facility (3 miles) __________________________

   outdoor recreation facility available to public (1 mile) __________________________

   census tract with ≥27% associate degrees adults aged ≥25 __________________________

   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.

   __________________________

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   __________________________

   __________________________

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   __________________________

   __________________________

   __________________________

   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: 7

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 # 48029191814  Contiguous Census Tract # 48029191808
Contiguous Census Tract # 48029191809  Contiguous Census Tract # 48029121907
Contiguous Census Tract # 48029191812

Application is seeking points for Underserved Area.  Total Points Claimed: 5

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.
- 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:

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

Region: 9  Urban

- 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):
- 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.

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, if applicable,**

- 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;
- 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):

- 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:** 10

---

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 proceeding 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:**
Tab 10
Supporting Documentation for the Site Information
Part II
Surrounding tracts:
480291918.14  480291918.09  480291918.12  480291918.08  480291219.07

The application qualifies for 5 points for Underserved Area under the following subsection:

(E) The Development Site is located 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 or more, and will not apply in the At Risk Set Aside (5 points).

This application is located in San Antonio (population 1,413,881) in census tract 480291918.10. According to the HTC property inventory, neither this tract nor the surrounding tract have a tax credit development that has received allocation within the past 15 years.
Census Tract 1918.10

City of San Antonio Boundary

The Village of Overlook Project Site
1. Pharmacy (.87 mile)
   a. Walgreens Pharmacy
      26482 US-281
      San Antonio, TX 78258

2. Community Service Organization (.20 mile)
   a. CrossBridge Community Church
      25700 Overlook Pkwy
      San Antonio, TX 78260

3. Health Related Facility (.10 mile)
   a. Baptist Emergency Hospital-Overlook
      25615 US-28
      San Antonio, TX 78258

4. Outdoor Recreation Facility (.89 mile)
   a. Canyon Springs Golf Club
      24405 Wilderness Oak
      San Antonio, TX 78260

5. Site is located in a census tract where the percentage of adults age 25 and older with and
   Associates Degree as tabulated by the 2011-2015 American Survey 5 year Estimate (1 point)
   a. Data attached.
Pharmacy Services
Prescriptions
110 years of experience and still innovating how you fill prescriptions


Refill Prescriptions now »
Faxing a prescription?
Your health care provider will need to call the pharmacy for the fax number.

Vaccinations
Book an appointment, or walk in at your convenience.

Flu  Pneumonia  Tdap

See more vaccinations »

Other Pharmacy Services
Drive-Thru pharmacy
Health Tests: Blood Pressure

Meet your store pharmacy team

Tunisha C., Pharmacy Manager | Years with Walgreens: 20

See all staff members at this store »

Shop Services
Search products at this store
Search by keyword or item #

View Weekly Ad
ATM Available
Blue Rhino Propane Gas Exchange
FedEx pickup and drop-off 📦
Redbox DVD rental
Western Union

Photo Services
Order Prints
Passport Photos
Photo Cards
Same Day Pickup
Saved Projects
Upload Photos
Your Photos
See more photo projects »

Find everything you wanted to know about this store?  Yes  No
Begin forwarded message:

From: Karen Staskavage <karen@crossbridgecommunitychurch.com>
Date: June 26, 2018 at 11:51:11 AM CDT
To: Jacqueline Ortiz <jortiz@franklindev.net>
Subject: Re: Email of support for senior community

Hi Jacqueline,

CrossBridge Community Church does not charge for any of our Sunday services, all are welcome!

We offer many Life Group opportunities as well, that are open to everyone, free of charge.

Thanks for your inquiry,
**CrossBridge** started in April 2003 in Hardy Oak Elementary School, beginning with a group of 27. Though we've grown quite a bit since then and are comprised of individuals with different talents and interests, we realize that God views his church as one, calling us the body of Christ. Our desire is to come together to fulfill God's mission for our lives by loving him, loving, others and going and making disciples of all

**Yes, we have a great children and student ministry.** We also have great **music and relevant teaching.** Whew! We got all the buzz words in!

More importantly, we have a clear vision of what God is doing in the world and we're committed to being part of it. As we do, we see his power working both in us and through us. It's a really cool thing!
Where two or three gather in my name, there am I with them.

Matthew 18:20
Ministries for Adults

Jesus tells us that our priorities are to love God, love others, and to go and make disciples of all nations. Almost the entire New Testament is a picture of what it looks like for Christ-followers to do that. You don't have to read very long before you see God's plan is for us to live out these priorities together, not privately.

At CrossBridge, we don't have a lot of programs or events. Instead, we keep it simple, so you and your family can be blessed and be a blessing! Keep reading to find out some of the ways you can get connected!

Women’s Ministry

Who are we?

CrossBridge’s Women’s Ministry provides women of all walks with opportunities to connect more deeply with God and each other through weekly gatherings, discipleship relationships, retreats, and special events.

http://crossbridgecommunitychurch.com/ministries/adults/
We have various ways you can get involved, no matter what stage of life you’re in. We warmly invite you to join us.

Available Ministries:

The Gathering • Mercy Ministries •

Videos & Resources • Upcoming Special Events

LEARN MORE ABOUT WOMEN'S MINISTRY

Questions? Please feel free to email us at: thegathering@crossbridgecommunitychurch.com.

Take an easy first step to find out more about CrossBridge. You’ll hear about our process to help you connect into God’s family and meaningful relationships. **We meet the first Sunday of each month in the office area after each service.**

While childcare is not available, we are always family friendly so you are welcome to bring your kids along.
You can sign up for Next by using the Guest Form in our giving baskets or contact Holly Wethall at connect@crossbridgecommunitychurch.com for more information.

What is Discover?

The Discover Class is the best way to find out the exciting adventure our church is on. Led by several of our pastors, Discover explains what, why, and how we do what we do. You won't experience any pressure in this class. It's just to help you clearly see where our church is going. It is an interactive experience where we look together in scripture at what the Bible says the Church is to look like and how we apply that here at CrossBridge.

Upcoming Discover class dates:

Sunday, April 8th
Discover is from 9:00 a.m. - 10:45 a.m. in building B.
We will have childcare available for those who need it.
To sign up or receive more information, contact Holly

http://crossbridgecommunitychurch.com/ministries/adults/
Lifegroup is where the family of God gathers to experience His presence through His Spirit, Word, and people. It is the place where people are known and is the basic expression of the Church. As we live with the Kingdom of God perspective, we must grow in a life-giving, reproducible way of being the Church. At CrossBridge, connecting people is a huge priority.

The way to find this connection is to join a Lifegroup. You can also serve on a Ministry Team or take steps to connect by coming to a Connection event. There is no order, just jump in and start experiencing the life giving power found in these connections. For all Connection information, contact Holly Wethall at: connect@crossbridgecommunitychurch.com.
Where to Connect?

We all need a great team for the adventure! Lifegroups provide a place for you to be cared for and grow spiritually. Last but not least, it's an opportunity to impact your community!

What to Expect?

Lifegroup is not a weekly meeting or strictly for fellowship. It's the Church! It's a spiritual family not just talking about the Bible, but living it out together.

FIND A LIFE GROUP NEAR YOU!

WHAT ELSE TO EXPECT
Reasons to Join

Most people who have been a part of a group say the greatest benefit is the close relationships and friendships that develop—somebody to celebrate with and also to support through hard times!

Lifegroup Resources

Lifegroup is where the family of God gathers to experience His presence through His Spirit, Word, and people. It is the place where people are known and is the basic expression of the Church.

MORE REASONS TO JOIN

READ MORE!
Overlook
25615 N US Hwy 281
San Antonio, Texas 78258

210-572-2911 (tel:210-572-2911)

Check In Online

5:30 pm Today  CHECK-IN NOW
Our Services

For a full list of the services offered at Baptist Emergency Hospital at Overlook, please visit our Services (/services) page:

Illness and Injury:
- Acute Abdominal Pain
- Allergic Reactions
- Altered Mental Status
- Bone Setting and Splinting
- Burns
- Chest Pain and Heart Attacks

VIEW ALL > (/services)

Laboratory and Imaging:
- Complete Blood Cell Counts
- Complete metabolic profiles
- EKG and Cardiac Enzyme Analysis
- Liver Panel
- Pregnancy Tests
- Urinalysis

VIEW ALL > (/services/diagnostic)

Other Services:
- Work Related Injury
- Acute Lacerations
- Advanced Cardiac Life Support
- Advanced Trauma Life Support
- EKG and Thrombolytic Therapy
Our Services

At Baptist Emergency Hospital, we help people achieve health for life through compassionate service inspired by faith.

By providing premier health care at our community based, patient-centric hospitals, Baptist Emergency Hospital facilities can focus on efficient admittance and emergency rooms, inpatient stays, and the same types of diagnostic laboratory and imaging services you can expect from a full-service hospital.

EMERGENCY CARE

We offer treatments for a wide range of healthcare issues from illness and injuries to lab work and imaging,...

READ MORE
In the event extra care is necessary, Baptist offers ultrasounds, CT scans, blood work, and more....
Spectacular Golf in a Serene, Natural Setting

IMMACULATELY-MAINTAINED GREENS
Canyon Springs
Golf Club

About Us

Named by Golf Digest and Golf Magazine as "America's Best New Public Golf Course" when it debuted in 1998, Canyon Springs Golf Club's stunning championship golf course, upscale amenities and superlative guest service continue to earn the club acclaim as one of the San Antonio Texas Hill Country's finest daily fee golf destinations.

Play a round of golf with family and friends; entertain clients or business associates; or host your next golf event, wedding, fundraising gala or holiday party in our spectacular event pavilion. At Canyon Springs Golf Club, the possibilities are endless.

Contact Us

24405 Wilderness Oak
San Antonio, TX 78260

210.497.1770

Send Us a Message
### Educational Attainment: 2012-2016 American Community Survey 5-Year Estimates

Tell us what you think. Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Total Estimate</th>
<th>Margin of Error</th>
<th>Total Percent Estimate</th>
<th>Margin of Error</th>
<th>Total Males Estimate</th>
<th>Margin of Error</th>
<th>Total Females Estimate</th>
<th>Margin of Error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population 18 to 24 years</td>
<td>263 (+/-65)</td>
<td>(+/-13.4)</td>
<td>150 (+/-79)</td>
<td>(+/-13.0)</td>
<td>113 (+/-57)</td>
<td>(+/-18.0)</td>
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</tr>
<tr>
<td>Less than high school graduate</td>
<td>36 (+/-36)</td>
<td>13.3%</td>
<td>(+/-13.4)</td>
<td>23 (+/-28)</td>
<td>15.3%</td>
<td>(+/-13.0)</td>
<td>12 (+/-20)</td>
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<tr>
<td>High school graduate (includes equivalency)</td>
<td>48 (+/-41)</td>
<td>18.3%</td>
<td>(+/-14.0)</td>
<td>26 (+/-29)</td>
<td>17.3%</td>
<td>(+/-13.5)</td>
<td>22 (+/-30)</td>
<td>19.5%</td>
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<tr>
<td>Some college or associate's degree</td>
<td>120 (+/-64)</td>
<td>45.6%</td>
<td>(+/-21.4)</td>
<td>60 (+/-49)</td>
<td>40.0%</td>
<td>(+/-23.6)</td>
<td>60 (+/-36)</td>
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<td>Bachelor's degree or higher</td>
<td>60 (+/-54)</td>
<td>22.8%</td>
<td>(+/-17.2)</td>
<td>41 (+/-49)</td>
<td>27.3%</td>
<td>(+/-27.8)</td>
<td>19 (+/-23)</td>
<td>16.8%</td>
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<td>Population 25 years and over</td>
<td>3,219 (+/-225)</td>
<td>(+/-136)</td>
<td>1,451 (+/-136)</td>
<td>(+/-136)</td>
<td>1,768 (+/-157)</td>
<td>(+/-157)</td>
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</tr>
<tr>
<td>Less than 9th grade</td>
<td>60 (+/-46)</td>
<td>1.9%</td>
<td>(+/-1.5)</td>
<td>25 (+/-22)</td>
<td>1.7%</td>
<td>(+/-1.5)</td>
<td>35 (+/-32)</td>
<td>2.0%</td>
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<td>9th to 12th grade, no diploma</td>
<td>45 (+/-33)</td>
<td>1.4%</td>
<td>(+/-1.0)</td>
<td>7 (+/-11)</td>
<td>0.5%</td>
<td>(+/-0.7)</td>
<td>38 (+/-31)</td>
<td>2.1%</td>
</tr>
<tr>
<td>High school graduate (includes equivalency)</td>
<td>263 (+/-88)</td>
<td>8.2%</td>
<td>(+/-2.6)</td>
<td>100 (+/-55)</td>
<td>6.9%</td>
<td>(+/-3.7)</td>
<td>163 (+/-76)</td>
<td>9.2%</td>
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<tr>
<td>Some college, no degree</td>
<td>616 (+/-153)</td>
<td>19.1%</td>
<td>(+/-4.2)</td>
<td>218 (+/-73)</td>
<td>15.0%</td>
<td>(+/-4.8)</td>
<td>398 (+/-118)</td>
<td>22.5%</td>
</tr>
<tr>
<td>Associate's degree</td>
<td>482 (+/-225)</td>
<td>15.0%</td>
<td>(+/-7.0)</td>
<td>248 (+/-119)</td>
<td>17.1%</td>
<td>(+/-4.2)</td>
<td>234 (+/-127)</td>
<td>13.2%</td>
</tr>
<tr>
<td>Bachelor's degree</td>
<td>1,009 (+/-154)</td>
<td>31.3%</td>
<td>(+/-4.4)</td>
<td>440 (+/-112)</td>
<td>30.3%</td>
<td>(+/-4.9)</td>
<td>589 (+/-121)</td>
<td>32.2%</td>
</tr>
<tr>
<td>Graduate or professional degree</td>
<td>744 (+/-173)</td>
<td>23.1%</td>
<td>(+/-5.2)</td>
<td>413 (+/-125)</td>
<td>28.5%</td>
<td>(+/-5.2)</td>
<td>331 (+/-104)</td>
<td>18.7%</td>
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<tr>
<td>Percent high school graduate or higher</td>
<td>(X) (X)</td>
<td>97.6%</td>
<td>(+/-1.9)</td>
<td>(X) (X)</td>
<td>97.8%</td>
<td>(+/-1.1)</td>
<td>(X) (X)</td>
<td>95.9%</td>
</tr>
<tr>
<td>Percent bachelor's degree or higher</td>
<td>(X) (X)</td>
<td>54.6%</td>
<td>(+/-6.4)</td>
<td>(X) (X)</td>
<td>58.8%</td>
<td>(+/-4.1)</td>
<td>(X) (X)</td>
<td>50.9%</td>
</tr>
<tr>
<td>Population 25 to 34 years</td>
<td>732 (+/-222)</td>
<td>(+/-127)</td>
<td>(X) (X)</td>
<td>332 (+/-127)</td>
<td>(+/-10.0)</td>
<td>230 (+/-95)</td>
<td>69.3%</td>
<td>(+/-14.2)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>732 (+/-222)</td>
<td>100.0%</td>
<td>(+/-5.0)</td>
<td>332 (+/-127)</td>
<td>100.0%</td>
<td>(+/-16.7)</td>
<td>400 (+/-123)</td>
<td>100.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>514 (+/-188)</td>
<td>70.2%</td>
<td>(+/-10.6)</td>
<td>230 (+/-95)</td>
<td>69.3%</td>
<td>(+/-14.2)</td>
<td>284 (+/-102)</td>
<td>71.0%</td>
</tr>
<tr>
<td>Population 35 to 44 years</td>
<td>913 (+/-182)</td>
<td>(+/-84)</td>
<td>(X) (X)</td>
<td>371 (+/-84)</td>
<td>(+/-2.3)</td>
<td>384 (+/-92)</td>
<td>98.1%</td>
<td>(+/-2.9)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>895 (+/-181)</td>
<td>98.0%</td>
<td>(+/-2.3)</td>
<td>384 (+/-92)</td>
<td>98.1%</td>
<td>(+/-2.9)</td>
<td>531 (+/-114)</td>
<td>98.0%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>479 (+/-178)</td>
<td>52.5%</td>
<td>(+/-20.8)</td>
<td>199 (+/-90)</td>
<td>53.6%</td>
<td>(+/-24.0)</td>
<td>280 (+/-103)</td>
<td>51.7%</td>
</tr>
<tr>
<td>Population 45 to 64 years</td>
<td>1,246 (+/-120)</td>
<td>(+/-70)</td>
<td>(X) (X)</td>
<td>598 (+/-70)</td>
<td>(+/-2.1)</td>
<td>648 (+/-79)</td>
<td>99.0%</td>
<td>(+/-2.1)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>1,234 (+/-125)</td>
<td>99.0%</td>
<td>(+/-1.2)</td>
<td>592 (+/-74)</td>
<td>99.0%</td>
<td>(+/-1.9)</td>
<td>642 (+/-82)</td>
<td>99.1%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>706 (+/-134)</td>
<td>58.7%</td>
<td>(+/-6.7)</td>
<td>379 (+/-81)</td>
<td>63.4%</td>
<td>(+/-8.8)</td>
<td>327 (+/-80)</td>
<td>50.5%</td>
</tr>
<tr>
<td>Population 65 years and over</td>
<td>328 (+/-71)</td>
<td>(+/-48)</td>
<td>(X) (X)</td>
<td>150 (+/-48)</td>
<td>(+/-3.1)</td>
<td>178 (+/-57)</td>
<td>77.1%</td>
<td>(+/-13.9)</td>
</tr>
<tr>
<td>High school graduate or higher</td>
<td>253 (+/-56)</td>
<td>77.1%</td>
<td>(+/-13.9)</td>
<td>131 (+/-46)</td>
<td>87.3%</td>
<td>(+/-11.8)</td>
<td>122 (+/-42)</td>
<td>88.5%</td>
</tr>
<tr>
<td>Bachelor's degree or higher</td>
<td>54 (+/-38)</td>
<td>18.5%</td>
<td>(+/-11.4)</td>
<td>45 (+/-31)</td>
<td>30.0%</td>
<td>(+/-19.5)</td>
<td>9 (+/-13)</td>
<td>5.1%</td>
</tr>
</tbody>
</table>

RACE AND HISPANIC OR LATINO ORIGIN
### 2018 Declared Disaster Areas
#### Counties Expiring after March 1, 2018

Eligible under §11.9(d)(3) of the 2018 QAP

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelina</td>
<td>Eastland</td>
<td>Karnes</td>
<td>Roberts</td>
</tr>
<tr>
<td>Aransas</td>
<td>Erath</td>
<td>Kerr</td>
<td>Robertson</td>
</tr>
<tr>
<td>Atascosa</td>
<td>Falls</td>
<td>Kleberg</td>
<td>Sabine</td>
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<tr>
<td>Austin</td>
<td>Fayette</td>
<td>Lavaca</td>
<td>San Augustine</td>
</tr>
<tr>
<td>Bandera</td>
<td>Fort Bend</td>
<td>Lee</td>
<td>San Jacinto</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Galveston</td>
<td>Leon</td>
<td>San Patricio</td>
</tr>
<tr>
<td>Bee</td>
<td>Goliad</td>
<td>Liberty</td>
<td>Shelby</td>
</tr>
<tr>
<td><strong>Bexar</strong></td>
<td>Gonzales</td>
<td>Lipscomb</td>
<td>Smith</td>
</tr>
<tr>
<td>Bosque</td>
<td>Gray</td>
<td>Live Oak</td>
<td>Somervell</td>
</tr>
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<td>Brazoria</td>
<td>Gregg</td>
<td>Lubbock</td>
<td>Stephens</td>
</tr>
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<td>Brazos</td>
<td>Grimes</td>
<td>Madison</td>
<td>Travis</td>
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<tr>
<td>Brown</td>
<td>Guadalupe</td>
<td>Marion</td>
<td>Trinity</td>
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<td>Burleson</td>
<td>Hardin</td>
<td>Matagorda</td>
<td>Tyler</td>
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<td>Caldwell</td>
<td>Harris</td>
<td>Milam</td>
<td>Van Zandt</td>
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<td>Calhoun</td>
<td>Harrison</td>
<td>Montgomery</td>
<td>Victoria</td>
</tr>
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<td>Callahan</td>
<td>Hemphill</td>
<td>Newton</td>
<td>Walker</td>
</tr>
<tr>
<td>Cameron</td>
<td>Henderson</td>
<td>Nueces</td>
<td>Waller</td>
</tr>
<tr>
<td>Chambers</td>
<td>Hidalgo</td>
<td>Ochiltree</td>
<td>Washington</td>
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<td>Clay</td>
<td>Hood</td>
<td>Orange</td>
<td>Wharton</td>
</tr>
<tr>
<td>Coleman</td>
<td>Houston</td>
<td>Palo Pinto</td>
<td>Wheeler</td>
</tr>
<tr>
<td>Colorado</td>
<td>Jackson</td>
<td>Parker</td>
<td>Willacy</td>
</tr>
<tr>
<td>Comal</td>
<td>Jasper</td>
<td>Polk</td>
<td>Wilson</td>
</tr>
<tr>
<td>Comanche</td>
<td>Jefferson</td>
<td>Rains</td>
<td></td>
</tr>
<tr>
<td>DeWitt</td>
<td>Jim Wells</td>
<td>Refugio</td>
<td></td>
</tr>
</tbody>
</table>

---

**2018 Declared Disaster Areas**

Eligible under §11.9(d)(3) of the 2018 QAP
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Supporting Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Opportunity Index (Competitive HTC and Direct Loan Only)</strong></td>
<td>x Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>x Map with Development Site boundaries indicated, relative to census tract boundaries; and</td>
</tr>
<tr>
<td></td>
<td>contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td></td>
<td>x Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td></td>
<td>x Distances are measured from the nearest boundary of the Development Site to the nearest</td>
</tr>
<tr>
<td></td>
<td>boundary of the property or easement containing the facility, unless otherwise noted.</td>
</tr>
<tr>
<td></td>
<td>All measurements include ingress/egress and any easements</td>
</tr>
<tr>
<td></td>
<td>x Print-out from DFPS website confirming daycare licensed to serve relevant age groups</td>
</tr>
<tr>
<td></td>
<td>(<a href="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</a>)</td>
</tr>
<tr>
<td></td>
<td>x Crime rate information for census tract from Neighborhood Scout or local data source</td>
</tr>
<tr>
<td></td>
<td>dated after October 1, 2017, including the computation used to determine the crime rate</td>
</tr>
<tr>
<td></td>
<td>(<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
</tr>
<tr>
<td></td>
<td>x Print-out from THECB website confirming accreditation of university or community college</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td></td>
<td>x Evidence of regular and recurring substantive services provided by community, civic or</td>
</tr>
<tr>
<td></td>
<td>service organization, as applicable</td>
</tr>
<tr>
<td></td>
<td>x Evidence amenity is operational or has started site work (for instance: website postings,</td>
</tr>
<tr>
<td></td>
<td>news paper ads, etc.); evidence of costs or membership fees, age restrictions, as</td>
</tr>
<tr>
<td></td>
<td>applicable</td>
</tr>
<tr>
<td></td>
<td><strong>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</strong></td>
</tr>
<tr>
<td></td>
<td>x Evidence from Attorney General of Colonia boundaries; and</td>
</tr>
<tr>
<td>nellagenes</td>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td>nellagenes</td>
<td>x Letter from the appropriate local government official or other evidence that the</td>
</tr>
<tr>
<td>nellagenes</td>
<td>colonia lacks infrastructure and the Development will enable the current dwellings to</td>
</tr>
<tr>
<td>nellagenes</td>
<td>connect to such infrastructure; and</td>
</tr>
<tr>
<td>nellagenes</td>
<td>x Map showing development site boundaries, relative to Colonia boundaries, and distance</td>
</tr>
<tr>
<td>nellagenes</td>
<td>from Rio Grande river border.</td>
</tr>
<tr>
<td>nellagenes</td>
<td><strong>For Economically Distressed Areas:</strong></td>
</tr>
<tr>
<td>nellagenes</td>
<td>x A letter or correspondence from Texas Water Development Board indicating the boundaries</td>
</tr>
<tr>
<td>nellagenes</td>
<td>of the EDA; and</td>
</tr>
<tr>
<td>nellagenes</td>
<td>x Map showing development site boundaries, relative to EDA boundaries.</td>
</tr>
<tr>
<td>nellagenes</td>
<td><strong>For other items:</strong></td>
</tr>
<tr>
<td>nellagenes</td>
<td>Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for</td>
</tr>
<tr>
<td>nellagenes</td>
<td>30-year threshold.</td>
</tr>
<tr>
<td>nellagenes</td>
<td>The Site Demographic Characteristics Report is posted on the Department's website at</td>
</tr>
<tr>
<td>nellagenes</td>
<td><a href="http://www.tdhs.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhs.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td>nellagenes</td>
<td>x Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>nellagenes</td>
<td>x Map with census tract boundaries indicated, relative to boundaries of incorporated area,</td>
</tr>
<tr>
<td>nellagenes</td>
<td>if applicable</td>
</tr>
<tr>
<td>nellagenes</td>
<td>Map with all contiguous census tracts, if applicable</td>
</tr>
<tr>
<td>nellagenes</td>
<td><strong>Proximity to Urban Core (Competitive HTC Only)</strong></td>
</tr>
<tr>
<td>nellagenes</td>
<td>x Map with the appropriate radius, City Hall location, and evidence of meetings regularly</td>
</tr>
<tr>
<td>nellagenes</td>
<td>scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

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

Rural:
- Current rent roll.
- Evidence Development constructed 25 or more years prior to application (1992 or earlier).
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG.
- Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.

Declared Disaster Area:
- 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
- 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:
- 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].
- 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).
- 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.
Tab 11

Site Information Form

Part III
1. Site Acreage
Please identify site acreage as listed in each of the following exhibits/documents.


(*) 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:
Site plan rounded down to the nearest tenth of an acre.

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):

<table>
<thead>
<tr>
<th>Rogers/Bitterblue 281, Ltd.</th>
<th>Lloyd Denton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td>11 Lynn Batts Lane, Ste. 100</td>
<td></td>
</tr>
</tbody>
</table>

Address
San Antonio  Tx  78218  2006
City  State  Zip  Date of Last Sale

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member?  No
If “Yes,” please explain:

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: Rogers/Bitterblue 281, Ltd.
Relationship: None

Site Control is in the form of:

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

Expiration of Contract or Option: ____________________  Anticipated Closing Date: ____________________

- [X] 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?  No

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:*
Tab 12
Supporting Documentation
From Site Information
Part III
Support Documentation from **Site Information Part III** Should be Included Behind this Tab.

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

**Increase in Eligible Basis (30% Boost)**

- 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.
- 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.
Assignment of Purchaser's Interest in Contract

Date:   January 25, 2018

Seller: ROGERS / BITTERBLUE 281, LTD.

Buyer: FRANKLIN DEVELOPMENT PROPERTIES, LTD., a Texas limited partnership


Assignor: FRANKLIN DEVELOPMENT PROPERTIES, LTD.
Assignor's Mailing Address: 21260 Gathering Oak, Suite 101, San Antonio, TX 78260

Assignee: FRANKLIN PARK OVERLOOK, LTD., a to-be-formed Texas limited partnership
Assignee’s Mailing Address: 21260 Gathering Oak, Suite 101, San Antonio, TX 78260

For valuable consideration, Assignor assigns to Assignee all of Assignor's interest in the above referenced Contract and conveys to Assignee all of Assignor's interest in the Property.

There are no existing defaults under the Contract that would give rise to a right of off-set, rights of rescission, or other claims.

Assignee assumes all obligations and liabilities of Buyer under this contract.

This Assignment binds, benefits, and may be enforced by the successors in interest of the parties.

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

Assignor: FRANKLIN DEVELOPMENT PROPERTIES, LTD.
By: ____________________________
   Aubra Franklin
   its President

Assignee: FRANKLIN PARK OVERLOOK, LTD.

______________________________
Aubra Franklin
Authorized Representative
PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract ("Contract") is made and entered into as of the Effective Date (as hereinafter defined) by and between Rogers/Bitterblue 281, Ltd., a Texas limited partnership ("Seller") and Franklin Development Properties, Ltd., a Texas limited partnership ("Buyer"), or permitted assigns in accordance with Section 12(f) herein.

1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms, conditions and provisions set forth herein, the real property substantially in its present condition, described as follows (collectively, the "Property"):

9.427 acres of land, more or less, in Bexar County, Texas, as described by metes and bounds and depicted on the survey ("Existing Survey") attached hereto as Exhibit A and incorporated herein ("Land"), together with all rights, titles and interests appurtenant to the Land, if any, including all right, title and interest of Seller in and to adjacent roads, rights-of-way, alleys, drainage facilities, easements, and utility facilities, if any, pertaining to the Land.

2. Consideration. The sales price ("Sales Price") for the Property shall be the sum of Two Million Two Hundred Seventy-Nine Thousand Fifty-Two and 67/100 Dollars ($2,279,052.67), being the product of Five and 55/100 Dollars ($5.55) multiplied times the total number of square feet in area comprising the Land as shown on the Existing Survey attached hereto as Exhibit A. The Sales Price shall be payable as follows:

(a) Independent Consideration. Earnest Money and Plat Deposit. Within three (3) business days after the Effective Date of this Contract, Buyer shall deposit with Presidio Title LLC, 7373 Broadway, Suite 105, San Antonio, Texas 78209, ATTN: Don Walker ("Title Company"), the following:

(i) Earnest Money. The sum of Thirty-Five Thousand Dollars ($35,000.00), as initial earnest money ("Initial Earnest Money"). Unless this Contract is sooner terminated, Buyer shall deposit with Title Company the following additional sums as additional earnest money (collectively, the "Additional Earnest Money"):

- on or before Tuesday, May 8, 2018, the additional sum of $50,000.00 ("1st Additional EM"), and
- on or before Friday, September 14, 2018, the additional sum of $50,000.00 ("2nd Additional EM").

The Initial Earnest Money and the Additional Earnest Money are herein collectively referred to as the "Earnest Money". The Earnest Money shall be deposited by the Title Company into an account at a federally-insured financial institution in Bexar County, Texas, and all interest earned thereon shall constitute a part of the Earnest Money. The Earnest Money shall be applied to the Sales Price payable at Closing or, in the event of termination of this Contract, the Earnest Money shall be disbursed as provided herein.

(ii) Independent Consideration. Notwithstanding any other provision hereof to the contrary, in any event in which the Earnest Money is returned to Buyer, the amount of One Hundred Dollars ($100.00) shall be withheld therefrom, which amount the parties bargained for and agreed to as Independent consideration ("Independent Consideration") for Seller's grant to Buyer of Buyer's exclusive right to purchase the Property pursuant to the terms hereof and for Seller's execution, delivery and performance of this Contract. The Independent Consideration is independent of any other consideration or payment provided in this Contract, is non-refundable under any circumstances, and shall be retained by Seller notwithstanding any other provisions of this Contract.
(b) **Cash.** The Sales Price for the Property, as adjusted for all credits and other amounts payable by Buyer in accordance with this Contract, shall be paid by Buyer to Seller in immediately available funds at Closing, with the Earnest Money and Plat Deposit referenced in Section 4(e) herein being credited and applied thereto.

3. **Title Commitment and Survey.**

(a) **Title Commitment.** Within thirty (30) days after the Effective Date hereof, Title Company shall prepare and furnish to Seller and Buyer a current Commitment for Title Insurance ("Title Commitment") issued by the Title Company and dated on or after the Effective Date of this Contract, binding the Title Company to issue an Owner Policy of Title Insurance ("Owner Title Policy") to Buyer at Closing in the amount of the Sales Price, and setting forth all matters affecting title to the Property, together with copies of all recorded documents referenced in or constituting exceptions under the Title Commitment ("Exception Documents”).

(b) **Survey.** Buyer acknowledges receipt of the Existing Survey of the Property. Buyer may, at Buyer’s sole option and expense, obtain an update to the Existing Survey or a new survey of the Property prepared by a registered professional licensed surveyor ("New Survey"). The Existing Survey or New Survey, as applicable, are herein referred to as the “Survey”.

(c) **Approval.** Buyer shall provide Seller with written notice of any objections to matters set forth in the Title Commitment, Exception Documents and Existing Survey within fifteen (15) days after receipt of the Title Commitment, Exception Documents and Existing Survey, whichever is last. If Buyer objects to any matter in the time and manner provided herein, Seller may at its option, but shall not be obligated to, cure such objections within fifteen (15) days after receipt of such notice ("Cure Period"). If Seller fails or is unwilling to cure Buyer’s objections within the Cure Period, Buyer may, as its sole remedy, terminate this Contract by written notice to Seller on the earlier of (i) ten (10) days after expiration of the Cure Period ("Title Review Period") or (ii) prior to expiration of the Review Period referenced in Section 4(c) herein, and upon such termination, the Earnest Money and unused Plat Deposit, if any, in accordance with Section 4(e) herein, shall be returned to Buyer. From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment to be updated ("Title Update") and/or obtain a New Survey, and copies thereof shall be delivered to Seller. If Buyer objects to any matters shown on the Title Update and/or New Survey that were not shown on any previous Title Commitment or the Existing Survey delivered hereunder, such matters shall be deemed title objections and subject to the approval procedures set forth in this Section 3(c).

Failure by Buyer to terminate this Contract in the manner and within the time period specified herein shall constitute Buyer’s waiver of any objection to and approval of all matters reflected in the Title Commitment, Exception Documents and Survey, except that Seller shall discharge, or otherwise cause to be deleted as an exception in the Owner Title Policy, all monetary liens and mechanics’ and materialmen’s liens against the Property created by Seller and satisfy all requirements of Seller in Schedule C of the Title Commitment at or prior to Closing. All other matters set forth in the Title Commitment, Exception Documents and Survey approved or deemed approved by Buyer in accordance herewith and the matters designated as Permitted Exceptions in Section 4 herein, constitute permitted exceptions ("Permitted Exceptions") affecting the Property.

4. **Review Period and Other Matters.**

(a) **Access to Property.** From the Effective Date of this Contract to the date of Closing or earlier termination of this Contract, Buyer and its authorized representatives and professional consultants shall be entitled to enter upon the Property to investigate all aspects of the Property deemed necessary or desirable by Buyer, subject to the provisions of Section 6(b)(iii) herein, and further provided that Buyer may not cause to be conducted on or with respect to the Property any environmental site assessment, test borings or other air, water or soils samples, or other testing which could result in a notice or reporting requirement to any regulatory or governmental authority, without the express prior written consent of Seller as to the scope, method and contractor/consultant for such investigation. All such inspections and
studies shall be at Buyer's sole expense. If this Contract is terminated for any reason except Seller's default, Buyer shall promptly deliver to Seller all reports, studies, or other information obtained or prepared by Buyer pertaining to the Property.

NOTWITHSTANDING THE FOREGOING, BUYER WILL NOT, AND WILL NOT PERMIT ITS CONTRACTORS, REPRESENTATIVES OR CONSULTANTS TO, TRIM, CUT, REMOVE OR CLEAR ANY VEGETATION ON THE PROPERTY, OR GRADE OR OTHERWISE PERFORM ANY SITE PREPARATION WORK ON THE PROPERTY PRIOR TO CLOSING. BUYER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, LIABILITIES, LIENS, AND DAMAGES TO PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH BUYER'S ENTRY UPON OR INVESTIGATION OF THE PROPERTY.

If this Contract is terminated for any reason, Buyer shall promptly deliver to Seller all reports, studies, or other information obtained or prepared by Buyer pertaining to the Property in accordance with Section 4(j) herein. If Buyer's inspections or investigations cause any damage to the Property, and if the sale of the Property is not consummated pursuant hereto, Buyer shall restore or cause to be restored the surface of the Land to as near the condition thereof existing prior to any entry by Buyer.

BUYER ACKNOWLEDGES AND AGREES (i) THAT THE TERMS OF THIS SECTION 4(a) ARE A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR ENTERING INTO THIS CONTRACT; (ii) THAT SELLER IS RELYING ON BUYER'S STRICT COMPLIANCE WITH THE TERMS HEREOF; (iii) THAT BUYER'S FAILURE TO DO SO MAY RESULT IN IRREPARABLE HARM TO SELLER AND MAY MATERIALLY AND ADVERSELY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY AND OTHER PROPERTY OWNED BY SELLER OR ANY AFFILIATE OF SELLER IN PROXIMITY TO THE PROPERTY; AND (iv) THAT BUYER'S FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 4(a) SHALL CONSTITUTE AN EVENT OF DEFAULT BY BUYER, AND SELLER SHALL BE ENTITLED TO EXERCISE ALL REMEDIES UNDER SECTION 9 HEREIN, AND TO EXERCISE ALL OTHER REMEDIES AVAILABLE TO SELLER AT LAW OR IN EQUITY.

(b) Seller's Submittals. Within twenty (20) days after the Effective Date hereof, Seller shall furnish to Buyer, at Seller's expense, copies of the following documents, pertaining to the Property, if any, to the extent same exist and are in Seller's possession or readily available to Seller: any plats, existing surveys, and site plans; any environmental notices, reports, studies and soils reports; flood plain and drainage information; and utility reservations, allocations and commitments (collectively, the "Documents"). BUYER ACKNOWLEDGES THAT ALL SUCH DOCUMENTS DELIVERED BY SELLER HEREUNDER HAVE BEEN OBTAINED BY SELLER FROM VARIOUS SOURCES AND ARE FURNISHED BY SELLER TO BUYER WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND WITHOUT REGARD TO THE ACCURACY, COMPLETENESS, TRUTH OR VALIDITY OF THE INFORMATION CONTAINED THEREIN.

(c) Review Period. Buyer intends to develop a multi-family residential apartment complex on the Property ("Project"). Buyer shall have until 5:00 p.m., San Antonio time, on Tuesday, May 1, 2018 ("Review Period"), in which to determine whether the Property is suitable for Buyer's proposed Project. If Buyer determines in its sole discretion that the Property is not suitable for Buyer's proposed Project or Buyer determines not to purchase the Property for any reason, Buyer may, at its option, terminate this Contract by written notice to Seller on or prior to the expiration of the Review Period, and the Earnest Money and unused Plat Deposit, if any, in accordance with Section 4(e) herein, shall be returned to Buyer. Buyer's failure to terminate this Contract in the time and manner provided herein shall constitute a waiver of Buyer's right to terminate this Contract and receive back the Earnest Money and unused Plat Deposit, if any, as provided herein, and Buyer shall proceed to Closing in accordance with the terms of this Contract.

If this Contract is not sooner terminated Buyer shall deposit with Title Company the 1st Additional EM and the 2nd Additional EM in accordance with Section 2(a)(i) herein. Each installment of the Additional Earnest Money shall be promptly disbursed by Title Company to Seller upon receipt. Upon the expiration
of the Review Period, the Earnest Money and the Plat Deposit shall be non-refundable to Buyer, except in the event of (i) Seller’s default hereunder, or (ii) termination of this Contract by Buyer pursuant to a right granted herein expressly entitling the Buyer to the return of the Earnest Money and/or Plat Deposit.

(d) **Easements.** Buyer and Seller shall grant to each party or any subsequent owner of any portion of the adjoining properties shown on Exhibit B attached hereto ("Additional Properties"); and/or applicable governmental authority or utility providers, easements over and across the Property and Additional Properties (collectively, the “Easements”) for vehicular and pedestrian access, landscape buffers, and the extension of utilities, drainage facilities, and/or water filtration facilities to service the Property and/or Additional Properties or any portion thereof, including the Access Easement referenced in Section 4(f) herein and the Sewer Easement referenced in Section 4(g) herein, in such locations and in form reasonably acceptable to Buyer and Seller. Seller and Buyer agree that the rights granted in this Section shall not constitute or create any blanket easement rights affecting the Property or Additional Properties, and that the Deed to be delivered by Seller to Buyer at Closing will be without exception as to any easement rights created hereunder, it being the intent of the parties that any Easements created hereunder shall be mutually acceptable to Seller and Buyer and specifically described and set forth on the Plat pursuant to Section 4(e) herein or in a separate instrument executed by Buyer and/or Seller, or their respective successors or assigns. Buyer and Seller shall cooperate and assist each other in identifying all Easements over the Property or Additional Properties required for the proposed development of the Property and/or Additional Properties within the Review Period, and shall execute and deliver specific easement agreements with respect thereto at Closing. All costs of identifying, locating and documenting any Easement for the benefit of the Additional Properties hereunder shall be borne by Seller. The Easements approved or deemed approved by Seller and Buyer prior to Closing in accordance herewith shall constitute Permitted Exceptions.

(e) **Plat.** Subject to Buyer’s delivery of the Plat Deposit as prescribed herein, Seller shall cause to be prepared and filed with the City of San Antonio ("City"), a plat for the Property prepared by Pape Dawson Engineers, Inc. ("Engineer"); subdividing the Property into a separate lot ("Plat"). Seller shall submit to and obtain Buyer’s approval of the proposed Plat prior to submission thereof to the City or other governmental authority, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer shall cooperate and assist Seller in connection with the Plat, including the signing of all documents necessary or incident to the processing of such application, and attendance by Buyer or its authorized representatives at meetings or hearings in connection therewith.

On or before **Tuesday, May 8, 2018**, Buyer shall deposit with Title Company the sum of Twenty-Five Thousand Dollars ($25,000.00), as the plat deposit ("Plat Deposit"), which Plat Deposit shall be promptly disbursed by Title Company to Seller. The Plat Deposit represents the estimated expenses for preparation, submission and approval of the Plat ("Plat Approval"). Within fifteen (15) days after the Effective Date hereof, Seller shall deliver to Buyer a Fee Proposal prepared by Engineer detailing the Plat preparation costs. Except as otherwise expressly set forth herein, the Plat Deposit shall be non-refundable to Buyer (except in the event of Seller’s default in accordance with Section 9 herein), but shall be credited against and applied to the Sales Price or other costs payable by Buyer to Seller at Closing. Seller shall use the Plat Deposit to pay or reimburse Seller for all expenses directly incurred by Seller in connection with the Plat Approval, including all costs for engineering or design fees, and for certain filing and other fees paid to applicable governmental authority as set forth in the Fee Proposal. If this Contract is terminated prior to expiration of the Review Period for any reason except Buyer’s default, Seller shall return to Buyer the unused portion of the Plat Deposit, if any, after payment of all expenses incurred through the effective date of such termination, and Seller shall provide copies of invoices and contracts evidencing the amounts paid.

Seller shall cause to be prepared by Engineer, and delivered to Buyer, at Seller’s expense, (i) a Phase I Environmental Site Assessment covering the Property ("ESA"), on or before **Thursday, March 1, 2018**, and (ii) if required by applicable governmental authority in connection with the Plat Approval, a geologic assessment ("GA") covering the Property, on or before **Monday, July 2, 2018**.
Notwithstanding the foregoing, in addition to the Plat Deposit, Buyer shall be liable and responsible for payment of the following expenses in connection with the Plat Approval, and shall pay same directly to the applicable governmental authority (including the City, Bexar County, TCEQ and SAWS) or other person entitled thereto (collectively, the "Plat Expenses"): all expenses for recordation of the Plat; all sewer and water impact fees, SWMP/Stormwater fees, and other development fees charged by applicable governmental authority, including the City, Bexar County, SAWS, and TCEQ; costs of performance or other bonds, and costs of all on-site improvements required by applicable governmental authority in connection with the Plat.

Seller shall use commercially reasonable efforts to obtain the Plat Approval from the City on or before Wednesday, October 31, 2018 ("Plat Deadline"). If the Plat Approval is not obtained by the Plat Deadline, either Seller or Buyer may, as its sole remedy, either: (i) terminate this Contract by written notice to the other party within five (5) days after the Plat Deadline, and the Earnest Money and unused Plat Deposit, if any, shall be disbursed to Buyer, or (ii) waive this condition and proceed to Closing in accordance with the terms of this Contract. Failure by a party to terminate this Contract in the time and manner prescribed herein shall constitute a waiver of this condition.

Buyer and Seller shall not record the Plat with respect to the Property (or any portion thereof) prior to Closing without the express written consent of the other party. Execution by either party of any applications or other documents in connection with the Plat Approval, including the execution of the final Plat, shall not constitute authorization or consent to recordation of the Plat prior to Closing. Notwithstanding the foregoing, upon request by Buyer, Seller shall authorize the recordation of the approved Plat in the Deed and Plat Records of Bexar County, Texas prior to Closing only upon satisfaction of all of the following conditions:

1. Buyer shall deposit in escrow with Title Company, in immediately available funds, the Sales Price for the Property, as adjusted for all credits and other amounts payable by Buyer in accordance with this Contract, as set forth on the Settlement Statement approved by Seller and Buyer.

2. Buyer shall execute and deliver in escrow to Title Company all Closing Documents to be executed and delivered by Buyer hereunder.

3. Buyer shall pay all Plat Expenses for recordation of the Plat in accordance with this Section 4(e).

4. Buyer shall deliver to Title Company and Seller written authorization to disburse the sales proceeds to Seller and the other parties entitled thereto in accordance with the approved Settlement Statement and to deliver and/or record the Closing Documents, subject only to receipt by Title Company of evidence of recordation of the Plat in the Deed and Plat Records of Bexar County, Texas.

Notwithstanding anything in this Contract to the contrary, including the terms of Section 9 herein, if the Plat is recorded and Buyer fails to deliver all funds required for Closing in the time and manner specified herein, in addition to all other remedies available to Seller, Buyer shall pay to Seller upon demand all costs for preparation, submission, approval and recordation of an amendment of the Plat or replatting of the Property in accordance with Seller's requirements.

(f) Infrastructure Improvements. At Closing, Seller shall grant to Buyer an easement ("Access Easement") over and across Seller's adjacent 5.22 acre tract ("Easement Property"), for the purposes of (i) construction and maintenance of a private driveway to and from the Property and Additional Properties and Highway 281 ("Driveway"); and (ii) providing utilities to the Property and Additional Properties ("Utilities"). The Driveway and Utilities are herein sometimes collectively referred to as the "Infrastructure Improvements". The configuration and location of the Access Easement and the other terms and conditions of the Access Easement shall be set forth in an access easement agreement to be executed by Seller and Buyer at Closing ("Access Easement Agreement"). The Access Easement Agreement shall provide, among other things, that (i) the Access Easement shall be appurtenant to the Property, and shall be non-exclusive; and (ii) Buyer shall be responsible, at Buyer's sole expense, for the construction of all
Improvements within the Access Easement In accordance with the Plans (as herein defined) approved by Seller and Buyer and the terms of the Infrastructure Escrow Agreement including, but not limited to construction of the Driveway, and installation of Utilities and landscaping; (iii) Buyer shall be responsible for maintaining the Access Easement and all improvements thereon at Buyer’s sole expense; and (iv) Seller may, at its sole cost and expense, make such alterations and improvements within the Access Easement as may reasonably be required to connect to the Driveway and/or tie-in to the Utilities provided such alterations and improvements do not unreasonably interfere with Buyer’s use of the Access Easement.

If and only if the sale of the Property closes in accordance herewith, Buyer will cause to be designed, constructed, permitted and accepted for maintenance by applicable governmental authority or utility provider, as applicable, the Infrastructure Improvements to service the Property and/or Additional Properties. Construction of the Infrastructure Improvements shall be commenced within six (6) months after Closing and shall be completed within nine (9) months after commencement thereof, subject to extension for the occurrence of force majeure events. At Closing, Seller and Buyer shall dedicate all necessary easements, if any, across their respective properties for the construction and maintenance of the Infrastructure Improvements pursuant to the Access Easement Agreement.

Buyer shall prepare, at its sole cost and expense, plans for the Utilities and Driveway (“Plans”) and an estimate of costs associated with the Infrastructure Improvements to be made within the Access Easement (“Cost Estimate”) and provide same to Seller on or before Friday, June 1, 2018. At Closing, Buyer will deposit into escrow with the Title Company the sum (collectively, the “Escrowed Funds“) equal to the Cost Estimate plus a 10% contingency (collectively, the “Foundation Costs”). The terms and conditions for construction of the Infrastructure Improvements, payment of the Infrastructure Costs and disbursement of the Escrowed Funds shall be set forth in an escrow agreement (“Infrastructure Escrow Agreement”) to be executed by Seller, Buyer and the Title Company at Closing.

Seller shall prepare and deliver to Buyer the proposed form of the Access Easement Agreement and Infrastructure Escrow Agreement on or before Monday, July 2, 2018. If Seller and Buyer are unable to agree on the terms of the Access Easement Agreement and Infrastructure Escrow Agreement, including the location and configuration of the Easement Property and the Plans and Cost Estimate, either Seller or Buyer may, as its sole remedy hereunder, terminate this Contract by written notice to the other party prior to expiration of the Review Period, and the Earnest Money and unused Plat Deposit, if any, shall be disbursed to Buyer. Failure by Buyer to terminate this Contract in the time and manner prescribed herein shall be deemed and constitute approval by Buyer of the last draft of the Access Easement Agreement and Infrastructure Escrow Agreement submitted by Seller to Buyer during the Review Period.

(g) Sanitary Sewer Extension. If and only if the sale of the Property closes in accordance herewith, Seller will cause to be designed, constructed, and permitted, the approximately 525 linear foot extension of a sanitary sewer line to service the Property and Additional Properties from the Overlook Parkway right-of-way to the point on the boundary of the Property substantially as depicted on Exhibit C-1 hereto (“Off-Site Sewer Line”). The estimated costs for design, construction and permitting of the Off-Site Sewer Line as estimated by Engineer (“Off-Site Sewer Cost Estimate”) are attached hereto as Exhibit C-2 and incorporated herein. Construction of the Off-Site Sewer Line shall be commenced within ninety (90) days after Closing and shall be completed within nine (9) months after commencement thereof, subject to extension for the occurrence of force majeure events. At Closing, Seller and Buyer shall dedicate all necessary easements, if any, across their respective properties for the construction and maintenance of the Off-Site Sewer Line.

At Closing, Buyer will deposit into escrow with Title Company the sum equal to the Off-Site Sewer Cost Estimate (collectively, the “Escrowed Funds”). The terms and conditions for construction of the Off-Site Sewer Line and disbursement of the Escrowed Funds shall be set forth in an escrow agreement (“Sewer Escrow Agreement”) to be executed by Seller, Buyer, Title Company and Engineer at Closing. Seller shall prepare and deliver to Buyer the proposed Sewer Escrow Agreement on or before Friday, June 1, 2018.
Buyer acknowledges that Seller will require a connection to Buyer's on-site sanitary sewer line ("Sewer Connection") in order to service the Additional Properties, including a sanitary sewer easement on the Property at such connection point in the location shown on Exhibit C-1 ("Sewer Easement"). If the sale of the Property closes, Seller agrees to contribute to Buyer a portion of the costs of construction of the on-site sanitary sewer line to the connection point ("On-Site Sewer Contribution") and Buyer agrees to grant the Sewer Easement for the benefit of the Seller in accordance with Section 4(d) herein. If Seller and Buyer do not agree on the terms of the Sewer Connection, On-Site Sewer Contribution and Sewer Easement within the Review Period, Seller may terminate this Contract by written notice to Buyer within ten (10) days after the expiration of the Review Period, and the Earnest Money and unused Plat Deposit, if any, will be returned to Buyer.

(h) **Median Cut.** Seller shall use commercially reasonable efforts to obtain final approval by all applicable governmental authority ("Median Approval") for an additional median cut in Overlook Parkway in proximity to the 2.95 acre tract owned by Seller to provide additional access to the Property and Additional Properties ("Median Cut"). If the Median Approval is not obtained by the Plat Deadline specified in Section 4(a) herein, either Seller or Buyer may, as its sole remedy, either: (i) terminate this Contract by written notice to the other party within five (5) days after the Plat Deadline, and the Earnest Money and unused Plat Deposit, if any, shall be disbursed to Buyer, or (ii) waive this condition and proceed to Closing in accordance with the terms of this Contract. Failure by a party to terminate this Contract in the time and manner prescribed herein shall constitute a waiver of this condition.

If and only if the sale of the Property closes in accordance herewith, Seller will cause to be designed, constructed, and permitted the Median Cut to service the Property and/or Additional Properties. Construction of the Median Cut shall be commenced within six (6) months after Closing and shall be completed within nine (9) months after commencement thereof, subject to extension for the occurrence of force majeure events. At Closing, Seller and Buyer will each deposit into escrow with the Title Company the sum (collectively, the “Escrowed Funds”) equal to one-half of the aggregate cost estimate for the Median Cut as estimated by Engineer plus a 10% contingency (collectively, the “Median Costs”). The terms and conditions for construction of the Median Cut, payment of the Median Costs and disbursement of the Escrowed Funds shall be set forth in an escrow agreement ("Median Escrow Agreement") to be executed by Seller, Buyer and Title Company at Closing.

Seller shall prepare and deliver to Buyer the proposed form of the Median Escrow Agreement on or before **Friday, June 1, 2018**. If Seller and Buyer are unable to agree on the terms of the Median Escrow Agreement, including the location and configuration of the Median Cut and the Median Costs, either Seller or Buyer may, as its sole remedy hereunder, terminate this Contract by written notice to the other party prior to expiration of the Review Period, and the Earnest Money and unused Plat Deposit, if any, shall be disbursed to Buyer. Failure by Buyer to terminate this Contract in the time and manner prescribed herein shall be deemed and constitute approval by Buyer of the latest draft of the Median Escrow Agreement submitted by Seller to Buyer during the Review Period.

(i) **Restrictions.** The Property will be conveyed to Buyer subject to certain terms, provisions, conditions, restrictions, and easements as set forth in a declaration to be recorded in the Real Property Records of Bexar County, Texas at or before Closing ("Declaration"). Seller shall prepare and deliver to Buyer the proposed Declaration on or before **Friday, June 1, 2018**. Buyer shall have a period of fifteen (15) days after receipt of the Declaration to provide Seller with any written objections thereto. If Seller and Buyer are unable to agree on the terms of the Declaration, either Seller or Buyer may terminate this Contract by written notice to the other party prior to expiration of the Review Period, and the Earnest Money and unused Plat Deposit, if any, shall be disbursed to Buyer. Failure by Buyer to object to the Declaration submitted by the Seller in the time and manner prescribed herein shall be deemed Buyer's approval of the last draft of the Declaration submitted by Seller to Buyer during the Review Period. The Declaration shall constitute a Permitted Exception affecting the Property and shall run with title to the Property and be binding upon Buyer and all subsequent owners of the Property.

(j) **EDU Assignment.** Buyer acknowledges that the Property is subject to the terms of the Utility Services Agreement, between the San Antonio Water System ("SAWS") and Bitterblue, Inc., the general
partner of Seller, covering the Property and the Additional Properties ("USA"). At Closing, Seller shall cause to be assigned to Buyer, at no additional expense to Buyer, equivalent dwelling units of water and sanitary sewer capacity ("EDUs") under and in accordance with the terms of the USA for development of the Property, in the amount required for development of the Project on the Property as verified by Engineer and approved by Seller and Buyer. If Seller and Buyer are unable to agree on the number of EDUs to be assigned hereunder, Buyer may, as its sole remedy, terminate this Contract by written notice to Seller prior to expiration of the Review Period, and the Earnest Money and unused Plat Deposit, if any, shall be disbursed to Buyer. Failure by Buyer to terminate this Contract in the time and manner prescribed herein shall be deemed and constitute approval by Buyer of the number of EDUs verified by Engineer and approved by Seller in accordance herewith. The assignment shall be evidenced by a Partial Assignment of Water and Sanitary Sewer Capacity to be executed by Seller and Bitterblue, Inc. at Closing ("EDU Assignment").

(k) **Buyer’s Responsibilities.** Notwithstanding anything herein to the contrary, Buyer acknowledges and agrees that Buyer shall be responsible, at Buyer’s sole expense, for (i) preparation, submission and approval by TCEQ and all other applicable governmental authority of a site-specific water pollution abatement plan ("WPAP") for the Project on the Property, if required by TCEQ under applicable law; (ii) design, construction and maintenance on the Property of a sanitary sewer stub-out to service the Project and the Property; all facilities for stormwater run-off to service the Project and the Property, and/or all fees in lieu of drainage charges and expenses; and all other on-site improvements required by applicable governmental authority in connection with the Plat and/or WPAP to service the Project and the Property, and (iii) grading the Property in accordance with the grading plan approved by Seller and Buyer.

At Closing, Buyer will assume full responsibility for maintaining all existing permanent best management practices and measures approved by TCEQ for the Property and will execute TCEQ Form 10263-Change in Responsibility for Maintenance on Permanent Best Management Practices and Measures, for delivery to TCEQ.

(l) **TDHCA Financing.** Buyer desires to obtain TDHCA Financing (as hereinafter defined) for the Project. For purposes of this Contract, "TDHCA Financing" means an award from the Texas Department of Housing and Community Affairs ("TDHCA") in the 2018 Application Cycle for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), in an amount sufficient, in Buyer’s reasonable discretion, to enable Buyer to acquire the Property and construct the Project on the Property. If Buyer has not obtained TDHCA Financing on or before **Friday, November 16, 2018** ("TDHCA Deadline"), Buyer may, as its sole remedy, either (i) terminate this Contract by written notice to Seller within five (5) business days after the TDHCA Deadline; provided, however, that the Earnest Money and unused Plat Deposit, if any, shall be returned to Buyer only if such termination occurs prior to expiration of the Review Period, or (ii) waive this condition and proceed to Closing in accordance with the terms of this Contract. Failure by Buyer to terminate this Contract in the time and manner prescribed herein shall be deemed a waiver of this condition for TDHCA Financing and Buyer shall proceed to Closing.

(m) **Property Information.** If this Contract is terminated for any reason, Buyer will, within five (5) days after the effective date of such termination, return to Seller all copies of all information related to the Property in the possession of Buyer or its agents or consultants or readily available to Buyer (collectively, the "Property Information"), including, without limitation, all Documents delivered by Seller to Buyer hereunder, and all inspections and reports pertaining to the Property and/or the development thereof, including any engineering and environmental studies or reports, but excluding any proprietary economic feasibility studies. Buyer acknowledges that the Property Information is confidential and proprietary to Seller, and Buyer shall not distribute or disclose the Property Information to any person not employed or otherwise controlled by Buyer.

(n) **Survival.** The terms and conditions of this **Section 4** shall survive the Closing or termination of this Contract. In the event of any conflict or inconsistency between the terms of this **Section 4** or the Contract and any Closing Documents executed and delivered by the parties at Closing, the terms of the
Closing Documents shall supersede the terms set forth in this Contract, including Section 4 herein, and the terms of the Closing Documents shall govern and control.

5. Closing.

(a) Closing Date. The sale of the Property shall be closed ("Closing") at the Title Company or such other place mutually acceptable to Seller and Buyer, on the date specified by Buyer to Seller in writing, which date shall be at any time after Plat Approval or the Plat Deadline in accordance with Section 4(e) herein, but in no event later than Friday, December 14, 2018 ("Closing Date").

(b) Documents to be Delivered at Closing. The following documents shall be executed and delivered by the designated parties at Closing ("Closing Documents"): 

(i) Deed. A deed executed by Seller and Buyer ("Deed") containing a special warranty of title, conveying the Property to Buyer, subject to the Permitted Exceptions.

(ii) Declaration of Non-Foreign Status. A sworn affidavit executed by Seller stating that Seller is not a foreign person or entity within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Code").

(iii) Owner Title Policy. The Owner Title Policy issued by Title Company in favor of Buyer in the amount of the Sales Price. The Owner Title Policy shall insure indefeasible fee simple title to the Property in Buyer, subject to the Permitted Exceptions and the standard printed exceptions. The base premium for the Owner Title Policy shall be paid by Seller, and Buyer shall pay all charges, fees or premiums for endorsements or deletions of the standard printed exceptions requested by Buyer, including, without limitation, the survey exception.

(iv) Authority. Appropriate authorizations for the execution, delivery and performance of this Contract and the Closing Documents by Buyer and Seller.

(v) Other Documents. Such other documents reasonably required by Seller, Buyer or the Title Company in connection with the sale of the Property or as contemplated or referenced in Section 4 herein.

6. Representations and Covenants.

(a) By Seller. Seller represents and covenants to Buyer the following as of the Effective Date and the Closing Date, except as otherwise disclosed to Buyer in writing:

(i) Authority. Seller is duly organized, validly existing and in good standing under the laws of the State of Texas; has full power and authority to enter into and perform this Contract in accordance with its terms; and each person executing this Contract on behalf of Seller has been duly authorized to do so.

(ii) Other Agreements. From the Effective Date to the Closing Date, Seller agrees that, except as contemplated in Section 4 herein, Seller will not enter into any agreements which would be or become binding upon the Property or Buyer, or record any restrictions or other encumbrances affecting the Property, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Litigation. To Seller's current, actual knowledge, there is no pending litigation or threatened litigation affecting Seller or the Property which would constitute a lien, claim or obligation against the Property or which would prevent Seller from performing its obligations under this Contract.
(iv) **No Proceedings.** To Seller's current, actual knowledge, there are no pending condemnation or similar proceedings or assessments affecting the Property, nor to Seller's current, actual knowledge is any such proceeding or assessment threatened or contemplated by any governmental authority.

(v) **Environmental Conditions.** Seller has received no written notice of any current violations of applicable environmental laws or of any remedial action required under applicable environmental laws with respect to the Property.

All representations of Seller set forth in this **Section 6(a)** and elsewhere in this Contract are limited to the current, actual knowledge of Lloyd A. Denton, Jr., without duty of inquiry or investigation. Notwithstanding the foregoing, Seller hereby represents to Buyer that Lloyd A. Denton, Jr., is knowledgeable about the condition of the Property, and is the individual to whom the employees, contractors, consultants and engineers of Seller report regarding the condition of the Property.

(b) **By Buyer.** Buyer represents and covenants to Seller the following as of the Effective Date and the Closing Date:

(i) **Authority.** Buyer is duly organized, validly existing, and in good standing under the laws of the State of Texas; has full power and authority to enter into and perform this Contract in accordance with its terms; and each person executing this Contract on behalf of Buyer has been duly authorized to do so.

(ii) **PROPERTY CONDITION.** **Buyer acknowledges and agrees that Buyer is experienced in the ownership and operation of properties similar to the Property and that prior to the Closing Date Buyer will have inspected the Property to its satisfaction and is qualified to make such inspection. Other than as contained in the Transaction Documents (as hereinafter defined), Buyer acknowledges that it is fully relying on Buyer's or Buyer's representatives' inspections of the Property and not upon any statements, oral or written, which may have been made or may be made or purportedly made by Seller or any of its representatives. Buyer acknowledges that Buyer has or Buyer's representatives have, or prior to the Closing Date will have, thoroughly inspected and examined the Property to the extent deemed necessary by Buyer in order to enable Buyer to evaluate the condition of the Property and all other aspects of the Property, including, but not limited to, the environmental condition of the Property, and Buyer acknowledges that Buyer is relying solely upon its own or its representatives' inspection, examination and evaluation of the Property.**

AS A MATERIAL PART OF THE CONSIDERATION FOR THE CONTRACT AND THE PURCHASE OF THE PROPERTY, BUYER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND DEFECTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, THE DEED TO BE DELIVERED ON THE CLOSING DATE AND SELLER'S POST-CLOSING OBLIGATIONS SET FORTH IN THE OTHER CLOSING DOCUMENTS (COLLECTIVELY, THE "TRANSACTION DOCUMENTS"). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUT EXCEPT AS SET FORTH IN THE TRANSACTION DOCUMENTS: **Buyer acknowledges and agrees that Seller and Seller's officers, agents, directors, employees, attorneys, contractors and affiliates ("Seller's Related Parties") have made no, and specifically disclaim, and Buyer accepts that Seller and Seller's Related Parties have disclaimed, any and all representations, guaranties or warranties, express or implied, or**
ARISING BY OPERATION OF LAW, OF OR RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, OF OR RELATING TO (i) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION; (ii) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY; (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE SUBDIVISION AND ZONING LAWS; (v) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO THE HEALTH OR THE ENVIRONMENT; AND (vi) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY; AND BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES, AND COSTS AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES, RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

(iii) Governmental Approvals. Buyer will not enter into any agreements or submit any application, request or other inquiry to any governmental authority or utility provider which could be or become binding on the Property and/or Seller, including, without limitation, the WPAP referenced in Section 4(k) herein, unless and until the form and content of such submission is expressly approved in writing by Seller.

(iv) Survival. The provisions contained in this Section 6(b) shall survive the Closing of this Contract, shall be set forth in the Deed and other Closing Documents delivered at Closing, and shall not be merged into the Deed or other Closing Documents.

7. Condemnation. If prior to the Closing Date any portion of the Property is taken by eminent domain or condemnation proceedings are commenced against any portion of the Property, except for any required dedication in connection with the Plat or the widening of the right-of-way for Highway 281, Buyer may, at its option, terminate this Contract by written notice to Seller upon the earlier of (i) ten (10) days after Buyer is advised of such proceedings, or (ii) on the Closing Date, in which event the Earnest Money shall be returned to Buyer. If Buyer fails to terminate this Contract in the time and manner herein provided, Buyer shall proceed to Closing, and either reduce the Sales Price to an amount mutually acceptable to Seller and Buyer to reflect the taking, or if Seller and Buyer do not agree on the amount of such reduction, Buyer shall participate with Seller in any condemnation proceedings prior to Closing, and all condemnation awards paid or payable as a result of any taking of the Property shall become the property of Buyer from and after Closing.

8. Proration and Costs. All normal and customarily proratable items, including, without limitation, real estate and personal property taxes for the year of Closing and special assessments shall be prorated as of the Closing Date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence or estimates then available and no further adjustments will be made between Seller and Buyer based on actual assessments.

The Property may be or have been previously assessed under an agricultural or other special use valuation. From and after Closing, Seller shall be responsible for payment of all assessed rollback taxes with respect to the Property only if, as and when such rollback taxes are assessed.
At Closing, closing costs shall be allocated as follows: (a) to Seller the base premium for the Owner Title Policy; all charges for Seller's own attorneys' fees; and one-half (½) of any escrow fee charged by the Title Company; and (b) to Buyer, the cost of recording (where appropriate) the instruments of conveyance contemplated by this Contract; the premium or charges for any endorsements or deletions in the Owner Title Policy requested by Buyer; the New Survey cost; Buyer's own attorneys' fees; and one-half (½) of any escrow fee charged by the Title Company. Except as otherwise expressly provided herein, all other costs not allocated to a party pursuant to the terms of this Contract shall be paid by the party incurring same. The provisions of this Section shall survive the Closing.

9. **Default.** If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Contract at the Closing, or fails to perform any of Buyer's other obligations hereunder either prior to or at the Closing for any reason other than termination of this Contract by Buyer pursuant to a right to so terminate expressly set forth in this Contract or Seller's failure to perform Seller's obligations under this Contract, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract and Seller shall retain the Earnest Money and Plat Deposit which shall constitute liquidated damages hereunder, free of any claims by Buyer or any other person with respect thereto. It is agreed that the Earnest Money and Plat Deposit to which Seller may be entitled hereunder is a reasonable forecast of just compensation for the harm that would be caused by Buyer's breach, and that the harm that would be caused by such breach is one that is incapable or very difficult of accurate estimation, and that retention of the Earnest Money and Plat Deposit by Seller upon such breach shall constitute the full satisfaction of Buyer's obligations hereunder. Notwithstanding any provision herein to the contrary, no termination of this Contract shall terminate Buyer's obligations pursuant to **Sections 4 and 10** herein, and the limitation of damages set forth in this Section shall not be applicable to any cause of action or the indemnities arising pursuant to **Sections 4 and 10** herein or any other obligations of Buyer which expressly survive Closing or termination of this Contract.

If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's obligations hereunder either prior to or at the Closing for any reason other than a termination of this Contract by Seller pursuant to a right to so terminate expressly set forth in the Contract or Buyer's failure to perform Buyer's obligations under this Contract, then Buyer shall have the right as its sole and exclusive remedy hereunder, to either: (i) terminate this Contract and receive back the Earnest Money and Plat Deposit, all in full and final satisfaction of all obligations of Seller hereunder, or (ii) enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms, provisions and conditions herein, provided that Seller shall be obligated to convey to Buyer only such title to the Property as exists as of the expiration of the Review Period (except that Seller shall be required to release all monetary liens against the Property created by Seller) and the Property in the physical condition existing as of the expiration of the Review Period, and Seller shall not be obligated to cure any other title or other defects or condition affecting the Property. If Buyer exercises the remedy of specific performance provided herein, then Buyer must give Seller notice of its election of such remedy ("Remedy Election Notice") within ninety (90) days after the date of Seller's alleged default under this Contract, and Buyer must file suit for specific performance not more than one hundred eighty (180) days after the date of Seller's alleged default, and any failure by Buyer to do so shall be a waiver of Buyer's right to enforce specific performance. Buyer expressly waives any other remedies to which it may otherwise be entitled at law or in equity, including the right to seek or recover monetary damages from Seller, including, without limitation, any actual damages, or incidental, consequential, exemplary, extraordinary, treble or punitive damages.

In the event of any lawsuit between the parties pertaining to this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court and other costs. In the event either Seller or Buyer becomes entitled to the Earnest Money upon cancellation of this Contract in accordance with its terms, unless there is a dispute of fact, Buyer and Seller covenant and agree to deliver a letter of instruction to the Title Company directing disbursement of the Earnest Money to the party entitled thereto. In the event either party hereto fails or refuses to sign or deliver such an instruction letter when the other party is entitled to disbursement of the Earnest Money, such failing or refusing party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees and court and other costs incurred by the party so entitled to the Earnest Money in connection with the recovery thereof.
10. **Real Estate Commissions.** If and only if, as and when the sale of the Property is closed in accordance with the terms of this Contract, Seller shall pay real estate commissions (collectively, the "Commissions") in the amount specified below to each of the Brokers identified below, in accordance with the terms of separate written agreement(s) between Seller and Brokers:

<table>
<thead>
<tr>
<th>BROKER</th>
<th>COMMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wm. E. Powell &amp; Co., Inc.</td>
<td>3% of Sales Price</td>
</tr>
<tr>
<td>Edwin Miller</td>
<td>3% of Sales Price</td>
</tr>
</tbody>
</table>

Each party hereto represents to the other party that except for the Commission payable by Seller to Brokers as set forth herein, it has not employed any broker or finder in connection with the transaction contemplated by this Contract. **SELLER AND BUYER SHALL INDEMNIFY AND HOLD EACH OTHER HARMLESS AGAINST AND FROM ANY CLAIMS, COSTS, FEES, EXPENSES AND LIABILITIES IN CONNECTION WITH CLAIMS TO FEES, COMMISSIONS OR OTHER COMPENSATION BY ANY BROKER OR FINDER ALLEGEDLY EMPLOYED BY SUCH PARTY.** The provisions of this Section shall survive the Closing or termination of this Contract.

11. **Disclosures.**

(a) **Title.** Buyer should have an Abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(b) **District.** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49 of the Texas Water Code requires Seller to deliver and the Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this Contract.

(c) **Coastal Area.** If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, Section 33.135 of the Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the Contract.

(d) **Annexation.** If the Property is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(e) **Pipelines.** If a transportation pipeline, including a pipeline for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, is located on or within the Property, Seller shall give Buyer statutory notice regarding such pipeline(s) as required by Section 5.013 of the Texas Property Code.

(f) **CCN Disclosure.** The following notice is made for the purpose of complying with the provisions of Section 13.257 of the Texas Water Code:

The Property described herein that Buyer is about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If the Property is located in a certificated area there may be special costs or charges that Buyer will be required to pay before Buyer can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to the Property. Buyer is advised to determine if the Property is in a certificated area and to contact the utility service provider to determine the costs that Buyer will be required to
pay, and the period, if any, that is required to provide water or sewer service to the Property. Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the Property described herein or at Closing of the purchase of the Property.

(g) Brokers. Buyer should not rely on any oral representations about the Property from any source. Brokers are not qualified to render property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to render such services. Selection of inspectors and repairman is the responsibility of Buyer and not the Broker.

Buyer acknowledges that Seller has disclosed the fact that Powell is a licensed real estate broker and Daryl Lange is a licensed real estate agent (both acting on behalf of Powell) and each of said parties may act as a principal in this transaction for its own account or for an entity in which it may have an interest. Buyer confirms that neither Powell nor Lange has any fiduciary duty or obligation to Buyer as real estate agent or in any other capacity.

12. Miscellaneous.

(a) Notices. Any notices required or permitted under this Contract must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below the signature of such party as set forth herein. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile or email transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Notices submitted to or by an attorney on behalf of either party shall be sufficient for the purposes of this Contract.

(b) Entire Agreement. This Contract contains all agreements between the parties hereto, and no agreement not contained herein shall be recognized by the parties. This Contract may be modified only by agreement in writing signed by Seller and Buyer. The captions used in connection with the Sections of this Contract are for convenience only and shall not affect the meaning of the language contained in this Contract.

(c) Effective Date. For purposes of this Contract, "Effective Date" shall mean the date when a fully executed copy of this Contract is received by the Title Company, as evidenced by the date beneath the Title Company's receipt attached to this Contract. For purposes of determining the time for performance of any obligations hereunder, any such date falling on a Saturday, Sunday or designated legal holiday shall be deemed to be effective as of the next business day following such date. Time is of the essence in this Contract.

(d) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Bexar County, Texas.

(e) WAIVER OF CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT. Buyer stipulates that it is Buyer's intention to waive, and Buyer hereby waives any rights under the deceptive trade practices – consumer protection act, section 17.41 et seq., Texas Business and Commerce Code, a law that provides consumers special rights and protections and that Buyer has had the benefit of advice of its own selection in determining to make such waiver.

(f) Assignments: Binding Effect. Buyer may not assign this Contract or any interest therein without the prior written approval of Seller, except for an assignment by Buyer to an entity controlling, controlled by, or under common control with Buyer. Any permitted assignee shall assume all obligations of Buyer under this Contract pursuant to a written agreement for the benefit of and in form and content reasonably
acceptable to Seller. This Contract shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assignees.

(g) **Tax-Deferred Exchange.** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that the non-exchanging party shall not assume any additional expense or liability with respect to such tax-deferred exchange and the Closing Date shall not be affected. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

(h) **Acceptance.** Buyer may accept this Contract only by returning a fully executed counterpart of this Contract to the Title Company. Unless Buyer accepts this Contract in the manner prescribed above by 5:00 o'clock P.M., San Antonio Time, on **January 26, 2018**, this offer shall terminate and be of no further force and effect.

(i) **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, email or other electronic signature shall have the same force and effect as an original signature.

**EXHIBITS:**
Exhibit A – Property Description/Existing Survey
Exhibit B – Additional Properties
Exhibit C-1 – Sewer Line Alignment
Exhibit C-2 – Sewer Cost Estimate

[COUNTERPART SIGNATURE PAGES FOLLOW]
COUNTERPART SIGNATURE PAGE TO
PURCHASE AND SALE CONTRACT

SELLER:

ROGERS/BITTERBLUE 281, LTD., a Texas limited partnership

By Its Sole General Partner:
BITTERBLUE, INC., a Texas corporation

[Signature]

By:
Name: Lloyd A. Denton, Jr.
Title: President

NOTICE ADDRESS:
Rogers/Bitterblue 281, Ltd.
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218
Attn: Lloyd A. Denton, Jr.
Telephone: 210-828-6131
Facsimile: 210-828-6137
Email: lad@bitterblue.com

WITH COPY TO:
Wilson & Wilson Law, P.C.
1919 Oakwell Farms Pkwy, Suite 255
San Antonio, Texas 78218
Attn: Jamie M. Wilson
Telephone: 210-804-0800
Facsimile: 210-804-0802
Email: jwilson@lawwilson.com

S-1
COUNTERPART SIGNATURE PAGE TO PURCHASE AND SALE CONTRACT

BUYER:

FRANKLIN DEVELOPMENT PROPERTIES, LTD., a Texas limited partnership

By its Sole General Partner:
FDLGP, LLC, a Texas limited liability company

By:_____________________________________

Name: Aubra Franklin
Title: Managing Member

NOTICE ADDRESS:
Franklin Development Properties, Ltd.
21260 Gathering Oak, Suite 101
San Antonio, Texas 78260
Attn: Ryan Wilson
Telephone: 210-694-2223
Facsimile: 210-694-2225
Email: ryan@franklindevelopment.net

WITH COPY TO:
Barton, East & Caldwell, P.L.L.C.
700 N. St. Mary's St, Suite 1825
San Antonio, Texas 78205
Attn: Jeffrey A. Walsh
Telephone: 210-225-1655
Facsimile: 210-225-8999
Email: jwalsh@beclaw.com
RECEIPT OF CONTRACT

Title Company hereby acknowledges receipt of a counterpart of this Contract executed by Seller and Buyer.

TITLE COMPANY:

PRESIDIO TITLE LLC

By: [Signature]
Name: [Name]
Title: [Title] (Escrow Officer)

Date: January 8, 2018
(the "Effective Date" for purposes of this Contract)

RECEIPT OF INITIAL EARNEST MONEY

Title Company hereby acknowledges receipt of the Initial Earnest Money in the amount of $35,000.00 in accordance with Section 2(a) of this Contract. Title Company shall hold and disburse the Initial Earnest Money in accordance with the terms of this Contract.

TITLE COMPANY:

PRESIDIO TITLE LLC

By: [Signature]
Name: [Name]
Title: [Title] (Escrow Officer)

Date: January 9, 2018
EXHIBIT A
PROPERTY DESCRIPTION/EXISTING SURVEY

Johnson Surveying, Inc.
Registered Professional Land Surveyor

METES AND BOUNDS DESCRIPTION

9.427 ACRES OF LAND OUT OF THE H.J. HUPPERTZ SURVEY 417 4/8, ABSTRACT 934, COUNTY BLOCK 4865, AND BEING OUT OF A CALLED 22.00 ACRE TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN VOLUME 8252, PAGE 549, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS. SAID 9.427 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 MARKING THE SOUTHEAST CORNER OF SAID 22.00 ACRES;

THENCE SOUTH 88 DEGREES 55 MINUTES 08 SECONDS WEST 733.71 FEET ALONG THE SOUTH LINE OF SAID 22.00 ACRES TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" FOR THE POINT OF BEGINNING OF THIS TRACT;

THENCE SOUTH 89 DEGREES 55 MINUTES 08 SECONDS WEST 665.83 FEET ALONG THE SOUTH LINE OF SAID 22.00 ACRES TO MAG NAIL FOUND ON THE EAST LINE OF SUMMERGLLEN, UNIT - 2B (PLANNED UNIT DEVELOPMENT) SUBDIVISION ACCORDING TO PLAT RECORDED IN VOLUME 9549, PAGE 165, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS MARKING THE SOUTHWEST CORNER OF SAID 22.00 ACRES;

THENCE NORTH 00 DEGREES 58 MINUTES 07 SECONDS EAST 603.57 FEET ALONG EAST LINE OF SAID SUMMERGLLEN, UNIT - 2B SUBDIVISION TO A 1/2" IRON ROD FOUND WITH CAP MARKED "MBC" MARKING THE NORTHEAST CORNER OF SAID SUMMERGLLEN, UNIT - 2B SUBDIVISION;

THENCE NORTH 89 DEGREES 26 MINUTES 33 SECONDS EAST 388.80 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578";

THENCE NORTH 34 DEGREES 47 MINUTES 06 SECONDS EAST 163.71 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" ON THE SOUTH RIGHT-OF-WAY LINE OF OVERLOOK PARKWAY MARKING THE MOST NORTHERLY CORNER OF THIS TRACT;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF OVERLOOK PARKWAY ALONG A CURVE TO THE LEFT HAVING THE FOLLOWING PARAMETERS: RADIUS=614.00 FEET, ARC LENGTH=101.91 FEET, CHORD BEARING = SOUTH 60 DEGREES 01 MINUTES 43 SECONDS EAST AND CHORD LENGTH=101.76 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" MARKING THE NORTHWEST CORNER OF A 1.924 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 11849, PAGE 2460, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 26 MINUTES 10 SECONDS EAST 181.98 FEET ALONG THE WEST LINE OF SAID 1.924 ACRE TRACT TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" FOR A CORNER OF THIS TRACT;

THENCE SOUTH 88 DEGREES 33 MINUTES 50 SECONDS WEST 180.00 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" FOR A CORNER OF THIS TRACT;

THENCE SOUTH 00 DEGREES 26 MINUTES 10 SECONDS EAST 241.16 FEET ALONG THE WEST LINE OF SAID 1.924 ACRE TRACT TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" MARKING THE SOUTHWEST CORNER OF SAID 1.924 ACRE TRACT;

17800 Blanco Rd., Bldg. 3, Suite 306, San Antonio, TX 78232  •  (210) 858-9836  •  (210) 247-4138 fax
TSPLS Firm Reg. #10140500

A-1
THENCE NORTH 29 DEGREES 45 MINUTES 23 SECONDS EAST 280.00 FEET ALONG THE SOUTH LINE OF SAID 1.924 ACRE TRACT TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5578" MARKING THE SOUTHEAST CORNER OF SAID 1.924 ACRE TRACT;

THENCE SOUTH 00 DEGREES 05 MINUTES 03 SECONDS EAST 368.58 FEET CROSSING SAID 22.00 ACRES TO THE POINT OF BEGINNING, AND CONTAINING 9.427 ACRES OF LAND.

Joel Christian Johnson, R.P.L.S.
02/16/15
Survey is illegible; Deficiency sent on 06/01/2018
EXHIBIT B
ADDITIONAL PROPERTIES

The 2.95 acre (identified as Tract 1) and 5.22 acre tract (identified as Tract 3) currently owned by Seller abutting the Property as further described and depicted below.
# EXHIBIT C-2
## SEWER COST ESTIMATE

**OVERLOOK PARATWAY**  
**SEWER EXTENSION**  
**SANITARY SEWER GPC**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OFFSITE SANITARY SEWER IMPROVEMENTS</strong></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>1.</td>
<td>8&quot; Sanitary Sewer Pipe SDR 26 (115 psi)</td>
<td>LF</td>
<td>300</td>
<td>$48.00</td>
<td>$14,400.00</td>
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<td>LF</td>
<td>220</td>
<td>$80.00</td>
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<tr>
<td>b. (12' - 18')</td>
<td>LF</td>
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<td>$2,500.00</td>
<td>$5,000.00</td>
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<td>Standard Manhole</td>
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<td>Manhole Extra Depth</td>
<td>VP</td>
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<td>Concrete Manhole Reinforcement</td>
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<td>$550.00</td>
<td>$1,100.00</td>
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<td>5.</td>
<td>Tie into Existing Manhole</td>
<td>LF</td>
<td>1</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>6.</td>
<td>Trench Excavation Protection</td>
<td>LF</td>
<td>325</td>
<td>$2.00</td>
<td>$650.00</td>
</tr>
<tr>
<td>7.</td>
<td>Camera Testing</td>
<td>LF</td>
<td>525</td>
<td>$2.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td><strong>TOTAL OFFSITE SANITARY SEWER IMPROVEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>ONSITE SANITARY SEWER IMPROVEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>8&quot; Sanitary Sewer Pipe SDR 26 (115 psi)</td>
<td>LF</td>
<td>415</td>
<td>$45.00</td>
<td>$18,675.00</td>
</tr>
<tr>
<td>a. (0' - 14')</td>
<td>LF</td>
<td>375</td>
<td>$50.00</td>
<td>$18,750.00</td>
<td></td>
</tr>
<tr>
<td>b. (14' - 24')</td>
<td>LF</td>
<td>40</td>
<td>$145.00</td>
<td>$5,800.00</td>
<td></td>
</tr>
<tr>
<td>c. (24' - 50')</td>
<td>LF</td>
<td>5</td>
<td>$2,500.00</td>
<td>$12,500.00</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Standard Manhole</td>
<td>EA</td>
<td>5</td>
<td>$2,500.00</td>
<td>$27,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>Manhole Extra Depth</td>
<td>VP</td>
<td>42</td>
<td>$500.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Concrete Manhole Reinforcement (Offsite)</td>
<td>EA</td>
<td>5</td>
<td>$370.00</td>
<td>$1,850.00</td>
</tr>
<tr>
<td>5.</td>
<td>Trench Excavation Protection</td>
<td>LF</td>
<td>1,220</td>
<td>$2.00</td>
<td>$2,440.00</td>
</tr>
<tr>
<td>6.</td>
<td>Camera Testing</td>
<td>LF</td>
<td>1,220</td>
<td>$2.00</td>
<td>$2,440.00</td>
</tr>
<tr>
<td><strong>TOTAL ONSITE SANITARY SEWER IMPROVEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$106,750.00</td>
</tr>
<tr>
<td><strong>TOTAL SANITARY SEWER IMPROVEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$111,750.00</td>
</tr>
</tbody>
</table>

*SSELLER RESPONSIBILITY - OFF-SITE SANITARY/POST CLOSING OBLIGATION - APPROX. 525 LF

**TBD DURING DUE DILIGENCE - SELLER CONTRIBUTION TO BUYER TOWARDS ON-SITE SANITARY SEWER IMPROVEMENTS FOR FUTURE SEWER CONNECTION AT THIS LOCATION TO SERVE SELLER'S RETAINED FUTURE COMMERCIAL USE.**

PRELIMINARY ESTIMATED CONST. COST: $52,200
PRELIMINARY ESTIMATED ENGINEERING COST: $12,500
PRELIMINARY ESTIMATED TOTAL COST: $71,170

C-2-1
FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

This FIRST AMENDMENT PURCHASE AND SALE CONTRACT (this "Amendment") dated effective April 30, 2018 is entered into by and between ROGERS/BITTERBLUE 281, LTD., a Texas limited partnership ("Seller") and FRANKLIN PARK OVERLOOK, LTD. ("Purchaser").

RECITALS:

Seller and Franklin Development Properties, Ltd. ("Franklin") entered into that certain Purchase and Sale Contract dated effective January 8, 2018 (the "Agreement") regarding the purchase and sale of 9,427 acres of land in San Antonio, Texas, all as more fully described in the Agreement. Franklin assigned, and Purchaser assumed, the Agreement on January 25, 2018. Seller and Purchaser desire to amend the Agreement, as more particularly described below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Earnest Money. Under Section 2(a)(i) of the Agreement, the deadline for Buyer’s delivery of the 1st Additional EM is changed to Monday, July 9, 2018, and the deadline for Buyer’s delivery of the 2nd Additional EM is changed to September 14, 2018.

2. Review Period. The expiration of the Review Period in Section 4(c) of the Agreement is changed to 5:00 p.m., San Antonio time on Monday, July 2, 2018.

3. Plat Deposit. The deadline for Buyer’s delivery of the Plat Deposit is changed to Monday, July 9, 2018.

4. Certain Deadlines Previously Set for June 1, 2018. The deadlines for Buyer’s delivery of the Plans and Cost Estimate under Section 4(f) of the Agreement, Seller’s delivery to Buyer of the proposed Sewer Escrow Agreement under Section 4(g) of the Agreement, Seller’s delivery to Buyer of the proposed Median Escrow Agreement under Section 4(h) of the Agreement, and Seller’s delivery to Buyer of the proposed Declaration under Section 4(i), are all changed to July 31, 2018.

5. Certain Deadlines Previously Set for July 2, 2018. The deadlines for Seller’s delivery to Buyer of the proposed Infrastructure Escrow Agreement and Access Easement Agreement under Section 4(f) of the Agreement are changed to August 31, 2018.

6. Miscellaneous. Capitalized terms that are used in this Amendment but not defined herein have the meanings given to them in the Agreement. The Agreement, as amended by this Amendment, remains and continues in full force and effect. Each party hereto has the full and legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted (pursuant to the terms of the
Agreement) assigns. The parties acknowledge that each party and its counsel have reviewed and revised this Amendment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. Multiple counterpart copies of this Amendment may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate execution of this Amendment, the parties may execute and exchange by electronic means (facsimile, .pdf document, or the like) electronic counterparts of the signature pages, and such electronic signatures shall be deemed original for all purposes.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple counterparts, each having the same effect as an original. This Amendment may be executed either by facsimile signature or original signature.

SELLER:

ROGERS/BITTERBLUE 281, LTD.,
a Texas limited partnership

By: BITTERBLUE, INC.,
a Texas corporation,
Its Sole General Partner:

By: __________________________

Name: Lloyd Dewtor

Title: Managing Partner.

PURCHASER:

FRANKLIN PARK OVERLOOK, LTD.,

By: FRANKLIN PARK OVERLOOK GP, LLC,
General Partner

By: FFLP, LLC,
Member

By: Aubra Franklin, Member
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We FIRST AMERICAN TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

First American Title Insurance Company

[Signatures]

Dennis J. Gilmore
President

Timothy Kemp
Secretary

By [Signature]

Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document.

Form 5017448 (1-1-11)
Page 1 of 3

T-7 Commitment for Title Insurance (Rev. 2-1-10)
Texas
Texas Title Insurance Information

Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

First American Title
COMMITMENT FOR TITLE INSURANCE
Issued By
First American Title Insurance Company

SCHEDULE A

Effective Date: January 19, 2018, 8:00am
Issue Date: February 12, 2018

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: $2,279,052.67
       PROPOSED INSURED: Franklin Park Overlook, Ltd., a Texas limited partnership
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: PROPOSED INSURED:
       Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: PROPOSED INSURED:
       Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: PROPOSED INSURED:
       Proposed Borrower:
   (f) OTHER
       Policy Amount: PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   ROGERS/BITTERBLUE 281, LTD., a Texas limited partnership

4. Legal description of the land:
   9.427 acres of land out of the H.J. Huppertz Survey 417 4/8, Abstract 934, County Block 4865, and being out of a called 22.00 acre tract of land as described in Deed recorded in Volume 8262, Page 549, Real Property Records, Bexar County, Texas. Said 9.427 acres of land being more particularly described in Exhibit "A", attached hereto and made a part hereof.

NOTE: The company does not represent that any acreage or square footage calculations in the above description or in any exhibit attached hereto are correct.
EXHIBIT A
PROPERTY DESCRIPTION/EXISTING SURVEY

Johnson Surveying, Inc.
Registered Professional Land Surveyor

METERS AND BOUNDS DESCRIPTION

9.427 ACRES OF LAND OUT OF THE H.J. HUPPERTZ SURVEY 417 4/6, ABSTRACT 934, COUNTY BLOCK 4855, AND BEING OUT OF A CALLED 22.00 ACRE TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN VOLUME 8282, PAGE 549, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS. SAID 9.427 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 291 MARKING THE SOUTHEAST CORNER OF SAID 22.00 ACRES;

THENCE SOUTH 90 DEGREES 55 MINUTES 00 SECONDS WEST 733.71 FEET ALONG THE SOUTH LINE OF SAID 22.00 ACRES TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576" FOR THE POINT OF BEGINNING OF THIS TRACT;

THENCE SOUTH 90 DEGREES 55 MINUTES 06 SECONDS WEST 655.83 FEET ALONG THE SOUTH LINE OF SAID 22.00 ACRES TO NAG NAIL FOUND ON THE EAST LINE OF SUMMERS GLEN, UNIT - 2B (PLANNED UNIT DEVELOPMENT) SUBDIVISION ACCORDING TO PLAT RECORDED IN VOLUME 9543, PAGE 188, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS MARKING THE SOUTHWEST CORNER OF SAID 22.00 ACRES;

THENCE NORTH 00 DEGREES 55 MINUTES 07 SECONDS EAST 823.57 FEET ALONG EAST LINE OF SAID SUMMERS GLEN, UNIT - 2B SUBDIVISION TO A 1/2" IRON ROD FOUND WITH CAP MARKED "MIX" MARKING THE NORTHEAST CORNER OF SAID SUMMERS GLEN, UNIT - 2B SUBDIVISION;

THENCE NORTH 90 DEGREES 32 MINUTES 33 SECONDS EAST 384.90 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576";

THENCE NORTH 90 DEGREES 34 MINUTES 47 SECONDS EAST 163.71 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576" ON THE SOUTH RIGHT-OF-WAY LINE OF OVERLOOK PARKWAY MARKING THE MOST NORTHERLY CORNER OF THIS TRACT;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF OVERLOOK PARKWAY ALONG A CURVE TO THE LEFT HAVING THE FOLLOWING PARAMETERS: RADIUS=154.00 FEET, ARC LENGTH=101.91 FEET, CHORD BEARING=SOUTH 00 DEGREES 01 MINUTES 43 SECONDS EAST AND CHORD LENGTH=101.79 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576" MARKING THE NORTHWEST CORNER OF A 1.924 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 11848, PAGE 2490, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS;

THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS EAST 181.98 FEET ALONG THE WEST LINE OF SAID 1.924 ACRES TRACT TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576" FOR A CORNER OF THIS TRACT;

THENCE SOUTH 90 DEGREES 30 MINUTES 30 SECONDS WEST 180.00 FEET TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576" FOR A CORNER OF THIS TRACT;

THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS EAST 241.16 FEET ALONG THE WEST LINE OF SAID 1.924 ACRE TRACT TO A 1/2" IRON ROD SET WITH CAP MARKED "RPLS 5576" MARKING THE SOUTHWEST CORNER OF SAID 1.924 ACRE TRACT.
Thence North 89 degrees 45 minutes 23 seconds east 290.00 feet along the south line of said 1.824 acre tract to a 1/2" iron rod set with cap marked "PULS 5576" marking the southeast corner of said 1.824 acre tract.

Thence South 00 degrees 05 minutes 03 seconds east 368.58 feet crossing said 22.00 acres to the point of beginning, and containing 8.427 acres of land.

Joel Christian Johnson, R.P.L.S.

Date: 2/16/15

Survey drawing prepared this date to accompany this description.
Scales of Northing: Texas State Plane Coordinates System - South Central Zone - NAD 83 (CORS)
Job No.: 485-015-000

17890 Blanco Rd., Bldg. 3, Suite 106, San Antonio, TX 78232 • (210) 836-9538 • (210) 247-4138 for
TR/PLS Firm Reg. #10/40500
COMMITMENT FOR TITLE INSURANCE
Issued By
First American Title Insurance Company
SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):
   
   This item is hereby intentionally deleted.

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 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 2018, 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 (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 (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Rights of Parties in Possession. (Owner's Policy Only)

b. This item is hereby intentionally deleted.

c. Electric and Gas Lines Right-of-Way Agreement by and between the Wallace and Mary Rogers Revocable Trust and the City of San Antonio, recorded in Volume 7976, Page 1759, Real Property Records of Bexar County, Texas.

d. This item is hereby intentionally deleted.

e. This item is hereby intentionally deleted.

f. This item is hereby intentionally deleted.

g. This item is hereby intentionally deleted.

h. This item is hereby intentionally deleted.

i. Property is subject to annexation to Master Declaration for Lookout Canyon, recorded in Volume 8799, Page 188, Real Property Records of Bexar County, Texas.

j. Property is subject to annexation to Declaration for Lookout Canyon Recreation Club, recorded in Volume 9474, Page 394, Real Property Records of Bexar County, Texas.

k. This item is hereby intentionally deleted.

l. All water, oil, gas and other minerals of every character in and under the herein described property, conveyed by instrument recorded in Volume 7517, Page 1999, Real Property Records of Bexar County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument. Waiver of Surface Rights as to said interest as provided by instruments recorded in Volume 7958, Page 397 and Volume 8544, Page 644, Real Property Records of Bexar County, Texas.

m. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

n. Water easement, 10 feet wide, along property line adjacent to Overlook Parkway as shown on plat of Oliver Ranch, Unit 7, recorded in Volume 9552, Pages 164-171, Deed and Plat Records of Bexar County, Texas.
COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company
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, subcontractors, 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. Vendor's Lien retained in Warranty Deed dated September 30, 1999 recorded in Volume 8262, Page 549, Real Property Records of Bexar County, Texas, securing payment of one certain promissory note of even date therewith in the principal amount of $181,500.00, executed by Rogers/Bitterblue 281, Ltd., payable to the order of THE WALLACE AND MARY ROGERS REVOCABLE TRUST, WALLACE ROGERS, III, and MARY ROGERS BARRETT, as therein provided; said note being additionally secured by unrecorded Deed of Trust of even date.

6. Based on our title search it appears that the 9.427 acre tract is at least partly out of the Beaty, Seale and Forwood Survey No. 1, Abstract 113. The metes and bounds description provided indicates it is solely out of the H.J. Huppertz Survey No. 417-4/8, Abstract 934. The Company requires certification from the surveyor that the property is out of both surveys or assurance that no part of the property is out of the Beaty, Seale, and Forwood Survey No. 1, Abstract 113.

7. Conveyance by Rogers/Bitterblue 281, Ltd., a Texas limited partnership, by and through its duly authorized General Partner(s), in accordance with its partnership agreement.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

Effective Date: January 19, 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

   **First American Title Insurance Company, a Nebraska Corporation**

   Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

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

   **OFFICERS:**
   President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffry S. Robinson; and Chief Financial Officer: Max O. Valdes

2. Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: Everitt Donald Walker (100%)

   Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent: Everitt Donald Walker

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 $11,693.00
   - Loan Policy
   - Endorsement Charges $0.00
   - Other $0.00
   - Total $11,693.00

   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:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</table>

   *"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."
Tab 13
Multiple Site Information Form

Not Applicable
## 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.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td></td>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

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:  

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Seller</td>
</tr>
<tr>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>Acres</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>Acres</td>
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<td>Address</td>
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<tr>
<td>Address</td>
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<tr>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>Acres</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td></td>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

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Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?  
If yes above, describe relationship:  

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Seller</td>
</tr>
<tr>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>Acres</td>
</tr>
<tr>
<td>Address</td>
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<td>Abbreviated Legal</td>
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<td>Address</td>
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<td>Acres</td>
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<tr>
<td>Address</td>
</tr>
<tr>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th></th>
<th></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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: 

If a revised form is submitted, date of submission: 

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
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<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
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<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Number</td>
<td>Census Tract</td>
<td>Acreage</td>
</tr>
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<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td><code>Only list if owner has owned &lt;36 mos.</code></td>
<td><code>Only list if owner has owned &lt;36 mos.</code></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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: __________

(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.)
Tab 14

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.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
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<table>
<thead>
<tr>
<th>State Representative</th>
<th>District</th>
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<tr>
<th>Support Letter</th>
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<table>
<thead>
<tr>
<th>City Mayor</th>
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<table>
<thead>
<tr>
<th>County Judge</th>
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<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
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<th>Address</th>
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<th>Zip</th>
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<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
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<table>
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<tr>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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</table>

** 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.
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<tbody>
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<td>District/Precinct</td>
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</tbody>
</table>
Tab 15

Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes.
(If above is checked, these forms may be left BLANK )

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>NONE</strong></td>
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<td>5.</td>
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</tbody>
</table>

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.
<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
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<td>7.</td>
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<td>8.</td>
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<td>10.</td>
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<tr>
<td>11.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 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:

X 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.

X 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.

X I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

X 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):

X 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

Signature of Applicant/Development Owner

Printed Name

Date

2/27/18
CERTIFICATION OF NOTIFICATIONS (continued)

TEXAS
Notary Public, State of

4/14/2018
My Commission expires

Bexar
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 27th day of February, 2018

Notary Public Signature

LUCILA DIAZ
Notary Public, State of Texas
Comm. Expires 04-14-2018
Notary ID 12819239-2
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

Date

Printed Name
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 ______ day of ______________, ______

Notary Public Signature
Tab 17
Development Narrative
1. **The proposed Development is:**  
   (Check all that apply)  
   - New Construction  
   - Adaptive Reuse  

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

   Previous TDHCA #   NA   
   If Acquisition/Rehab or Rehab, original construction year: N/A

   If Reconstruction, Units Demolished NA Units Reconstructed NA

   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.

   The Village at Overlook Parkway is a 146 unit new construction development located in San Antonio, Bexar County, Texas. The development will be reserved 92 units for elderly families with incomes equal to or less than 60% of the Area Median Income. 54 units will be reserved as market rate units. The development will consist of a mix of 1 and 2 bedroom units. The project is located on 9+ acres and will contain a clubhouse building and other design considerations / amenities for targeted population.

   If a revised form is submitted, date of submission: 
Development Narrative

1. The proposed Development is: (Check all that apply)
   - New Construction
   and/or: _______________________________
   (adaptive reuse select New Construction here and adaptive reuse in next box)
   
   Previous TDHCA # NA
   If Acquisition/Rehab or Rehab, original construction year: N/A
   If Reconstruction, Units Demolished NA Units Reconstructed NA

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

2. The Target Population will be:

   Elderly Preference

   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: HUD 221(d)(4)

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.

   The Village at Overlook Parkway is a 146 unit new construction development located in San Antonio, Bexar County, Texas. The development will be reserved 92 units for elderly families with incomes equal to or less than 60% of the Area Median Income. 54 units will be reserved as market rate units. The development will consist of a mix of 1 and 2 bedroom units. The project is located on 9+ acres and will contain a clubhouse building and other design considerations / amenities for targeted population.

   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.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$1,490,824</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>At-Risk</th>
<th>Nonprofit</th>
<th>USDA</th>
<th>CHDO</th>
<th>SH/SR</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? **Yes**

Has this site/activity previously received TDHCA funds? **No**

If "Yes" Enter Project Number: **NA** and TDHCA funding source: **NA**

Has this site/activity previously received non-TDHCA federal funding? **No**

If yes, source: **NA**

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? **No**

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.
- **X** 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: _ }
Tab 18
Development Activities
Part I
Development Activities

1. Common Amenities (ALL Multifamily Applications §10.101(b)(5))

<table>
<thead>
<tr>
<th># of Units must qualify for</th>
<th>7 Points</th>
</tr>
</thead>
</table>

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

      X 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)

      X 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.

      X 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)

      X 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.

      X 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)

      X 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

      X 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

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>146</td>
<td>14</td>
</tr>
</tbody>
</table>

   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).**
Tab 19
Development Activities
Part II
Development Activities (Continued)

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

Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Points claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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.*

* 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*
- 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*
- At least 5 percent of all low-income Units at 30% or less of AMGI*

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

3. Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]

- Total Number of Units at 50% or less of AMGI
- Number of 30% Units used to score points under §11.9(c)(2)*
- Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
- Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
- Percentage used for calculation of eligible points under §11.9(c)(1)

Mark only one box below:

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developments proposed in all other areas.

* 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.

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

Mark only one box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.
- 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
- 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
- At least 5% of all low-income Units at 30% or less of AMGI

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

All other Developments.
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.

Points Claimed: 10

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 [X] **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:** Artisan at Judson Park

**TDHCA #:** 15134

[X] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

[ ] OR

Points Claimed: 2

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;

[ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

[ ] OR

Points Claimed: 0

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: 2
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.  
   - 6 points

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.  
   - 2 points

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.
   - 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.

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.
    - 1 point

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.
    - 1 point
Section 811 Project Rental Assistance Program “PRA” Certification

On behalf of the Applicant and all affiliates of the Applicant (“Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance (“PRA”) program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub. L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs (“TDHCA”) Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract (“RAC”) and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, a TDHCA approved Existing Development, or if allowed by TDHCA, for an awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, any requested materials, including pictures, to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA 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 Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA 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 TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

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) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to a condition to any Commitment or Contract for such
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

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 TDHCA will disqualify the Applicant and may hold the Applicant ineligible to apply for 811 PRA funds or seek other additional administrative penalties.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) have written below the name of the individual authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual has
the full authority and has been authorized by all of the Parties, Affiliates, or Associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

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 (including Section 811 PRA Program funds), I (We) are 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 Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. 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 TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

**Property Condition Standards Certification**

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that a TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for deficiency resolution within the timeframes mandated by the Uniform Multifamily Rules at 10 TAC Chapter 10 or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the 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 subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

Environmental

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

Displacement of Existing Tenants

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and regulations at 49 CFR Part 24. Hence, I(We) commit to minimize the direct and indirect displacement of persons from their homes and assure full compliance with URA federal relocation assistance mandates including adherence to TDHCA established procedure relocation requirements.

Davis Bacon

I (We) certify that if Davis Bacon is applicable to this award, I (We) will fully comply with contract Federal labor law mandates and TDHCA established labor standards procedural requirements.
**Energy and Water Conservation**

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

**Procurement of Recovered Materials**

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

**Housing Standards for Assisted Units**

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

**Eligibility and Threshold Certification**

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:

1. Obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR Part 5, subpart B. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;

2. Obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance.

(5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR Part 5), or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

Management Practices Certification

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of Section 811 PRA unit vacancies if requested by TDHCA. I (We) certify that, once a RAC is executed, that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be sent to TDHCA. TDHCA will consider lease addendums on a case by case basis and may decide to send to HUD for approval. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (we) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this
inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant recertifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By: 

[Signature]

Name: Ryan Wilson

Title: EVP

Date: 2/27/18

The State of Texas §

COUNTY OF Bexar §

Before me, a notary public, on this day personally appeared Ryan Wilson, 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 day of February, 2018.

(Seal)

Notary Public Signature

LUCILA DIAZ
Notary Public, State of Texas
Comm. Expires 04-14-2018
Notary ID 12819239-2
Tab 20
Existing Development Information
Not Applicable
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
**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**¹

**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?
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?

1Per §2306.008, TDHCA shall support the preservation of affordable housing for individuals with special needs and individuals and families of low income at any location considered necessary by TDHCA.

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
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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.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
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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.
Tab 21
Occupied Developments

Not Applicable
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
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 with all parts of the plan as they apply to this Application.
Tab 22

Architectural Drawings
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 forms in labeling the buildings, stating sizes, etc.
- identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
- clearly delineates the flood plain boundary lines or states there is no floodplain
- Identifies all easements, 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)
THE VILLAGE AT OVERLOOK
SAN ANTONIO, TEXAS

ALAMO ARCHITECTS
1512 SOUTH FLORES
SAN ANTONIO, TEXAS
P: 210.227.2612
F: 210.227.9457

DRAWING INDEX

PROJECT SUMMARY
SITE PLAN
COMMUNITY CENTER AND MAINTENANCE FLOOR PLAN
UNIT A-1 FLOOR PLAN
UNIT A-2 FLOOR PLAN
UNIT B-1 FLOOR PLAN
UNIT B-2 FLOOR PLAN
BUILDING TYPE A1 ELEVATIONS & FLOOR PLAN
BUILDING TYPE A2 ELEVATIONS & FLOOR PLAN
BUILDING TYPE A3 ELEVATIONS & FLOOR PLAN
BUILDING TYPE A3 SECOND FLOOR PLAN
BUILDING TYPE A3 ELEVATIONS & FLOOR PLAN
BUILDING TYPE A4 ELEVATIONS & FLOOR PLAN
BUILDING TYPE A5 ELEVATIONS & FLOOR PLAN
BUILDING TYPE A6 ELEVATIONS & FLOOR PLAN
BUILDING TYPE B FLOOR PLAN
BUILDING TYPE C FLOOR PLAN
### Project Summary

The Village at Overlook

<table>
<thead>
<tr>
<th>Type</th>
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<th>S.F.</th>
<th>Unconditioned Area</th>
<th>Building Type</th>
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</table>

- **Unit A-1**: One Bedroom, One Bath
  - S.F.: 762
  - Unconditioned Area: 91
  - Building Type: 2, 2, 2, 12, 2, 6
  - Total Bldgs: 50
- **Unit A-2**: One Bedroom, One Bath
  - S.F.: 762
  - Unconditioned Area: 108
  - Building Type: 2, 6, 11, 8, 4
  - Total Bldgs: 31
- **Total Type A**: 61,722
- **Unit B-1**: Two Bedroom, Two Bath
  - S.F.: 922
  - Unconditioned Area: 77
  - Building Type: 12, 9, 4, 6, 6
  - Total Bldgs: 45
- **Unit B-2**: Two Bedroom, Two Bath
  - S.F.: 1,250
  - Unconditioned Area: 205
  - Building Type: 4, 2
  - Total Bldgs: 20
- **Total Type B**: 66,490

- **Total Units**: 146

### Net Rentable Square Footage by Building Type

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<th>Total Net Rentable Square Footage</th>
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<tr>
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<td>14112 14394 9906 12832 13152 13152 5000 2500</td>
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### Total Net Rentable Square Footage

|                      | 128,212 |

### Balcony Totals

|                      | 1322 1523 1370 1400 1508 1440 820 410 |

### Breezeway Totals

|                      | 2160 3011 3657 1807 2915 2542 0 0 |

### Community Center

|                      | 814 3871 |

### Maintenance Room

|                      | 354 |

### Gross Square Footage

|                      | 17,594 19,742 19,158 48,117 17,575 17,134 23,280 5,820 168,420 |

### Project Total Area

|                      | 168,420 |

- **Total fully accessible handicap as required**: 5% of 81 (Unit type A) = (4.05) 5 Units
  - 5% of Unit type B = B1 (2.25) & B2 (1.0) = 4 Units
- **Total sight and hearing impaired units provided**: 2% of 81 (Unit type A) = (1.62) 2 Units
  - 2% of Unit type B = B1 (0.9) & B2 (0.4) = 2 Units

### Parking

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<td>Carport</td>
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---

**PROJECT SUMMARY**

**THE VILLAGE AT OVERLOOK - JUNE 2018**
NOTE:

- PARKING MEETS LOCAL PARKING REQUIREMENTS OF 1 SPACE PER UNIT
- TOTAL ACCESSIBLE HANDICAP VAN PARKING SPACES PROVIDED: 3 SPACES
- TOTAL ACCESSIBLE HANDICAP PARKING SPACES PROVIDED: 18 SPACES
ACCESSIBLE TO TENANT:
CONDITIONED SPACE
- COMMUNITY RM. - 513 S.F.
- COMMUNITY DINING - 1,199 S.F.
- MENS - 107 S.F.
- WOMENS - 130 S.F.
- HALL - 145 S.F.
- WARMING KITCHEN - 175 S.F.
- SERVICE PROVIDER OFFICE - 138 S.F.
- ACTIVITY - 472 S.F.
- IDF - 46 S.F.
- STORAGE - 134 S.F.
- FITNESS - 432 S.F.
- ELEVATOR - 79 S.F.
- MAIL ROOM - 287 S.F.
- LAUNDRY - 266 S.F.
TOTAL CONDITIONED SPACE: 4,123 S.F.

UNCONDITIONED SPACE
- FRONT PORCHES - 211 S.F.
- POOL-SIDE PORCHES - 387 S.F.
- FITNESS PORCH - 158 S.F.
TOTAL UNCONDITIONED SPACE: 756 S.F.

RESTRICTED TO EMPLOYEES:
CONDITIONED SPACE
- MANAGER - 113 S.F.
- WORK RM. - 113 S.F.
- ASST. MANAGER - 113 S.F.
- FILE ROOM - 43 S.F.
- BREAK ROOM - 180 S.F.
TOTAL CONDITIONED SPACE: 562 S.F.

UNCONDITIONED
- MAINTENANCE - 354 S.F.
TOTAL UNCONDITIONED SPACE: 354 S.F.
UNIT A-1 FLOOR PLAN

ONE BEDROOM, ONE BATH

762 S.F.

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"

UNIT A-1 FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018
UNIT A-2 FLOOR PLAN

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"
TWO BEDROOM, TWO BATH

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

UNIT B-1 FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018
UNIT B-2 FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018

TWO BEDROOM, TWO BATH 1,250 S.F.

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS. ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"
BUILDING TYPE A2 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

LEGEND:

H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT
BUILDING TYPE A3 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

LEGEND:

- H/C  ACCESSIBLE HANDICAP UNIT
- S/H  SIGHT AND HEARING IMPAIRED UNIT

1ST FLOOR PLAN
SCALE: 1" = 30'

BREEZeways
FIRST FLOOR - 1910 S.F.
SECOND FLOOR - 1747 S.F.

FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

S/H LOCATED ON 1ST FLOOR
2ND FLOOR PLAN
SCALE: 1" = 30'

BUILDING TYPE A3 SECOND FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018
1ST FLOOR PLAN (2ND FLOOR SIMILAR)

BUILDING TYPE A5 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018
**1ST FLOOR PLAN (2ND FLOOR SIMILAR)**

**SCALE: 1" = 30'**

---

**BREEZEWAYS**

FIRST FLOOR - 1406 S.F.
SECOND FLOOR - 1136 S.F.

**BUILDING TYPE A6 ELEVATIONS & FLOOR PLAN**

THE VILLAGE AT OVERLOOK - JUNE 2018
BUILDING TYPE B FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018
### DRAWING INDEX

<table>
<thead>
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<td>PROJECT SUMMARY</td>
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<td>SITE PLAN</td>
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<td>COMMUNITY CENTER AND MAINTENANCE FLOOR PLAN</td>
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## Project Summary

### The Village at Overlook

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<th>Unconditioned Area</th>
<th>Building Type</th>
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<td></td>
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<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Unit A-1</td>
<td>One Bedroom, One Bath</td>
<td>762</td>
<td>91</td>
<td>2</td>
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<tr>
<td>Unit A-2</td>
<td>One Bedroom, One Bath</td>
<td>762</td>
<td>108</td>
<td>2</td>
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<tr>
<td>Total Type A</td>
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<td>61,722</td>
<td>81</td>
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<td>Unit B-1</td>
<td>Two Bedroom, Two Bath</td>
<td>922</td>
<td>77</td>
<td>12</td>
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<td>Unit B-2</td>
<td>Two Bedroom, Two Bath</td>
<td>1,250</td>
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<td>Total Type B</td>
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<td>66,490</td>
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### Balcony Totals

- 1322
- 1523
- 1370
- 1400
- 1508
- 1440
- 820
- 410

### Breezeway Totals

- 2160
- 3011
- 3657
- 1807
- 2915
- 2542
- 0
- 0

### Community Center
- 814
- 3871

### Maintenance Room
- 354

### Gross Square Footage

- 17,594
- 19,742
- 19,158
- 48,117
- 17,575
- 17,134
- 23,280
- 5,820
- 168,420

### Project Total Area
- 168,420

### Parking

- Surface
  - 1 Space/Unit Required: 146
- Carport: 60
- Total: 206

### 5% of Unit Type A
- (4.05) 5 Units

### 2% of Unit Type B
- (1.62) 2 Units

### Total Fully Accessible Handicap as Required
- 5% of Unit Type A = 5 Units
- 5% of Unit Type B = B1 (2.25) & B2 (1.0) = 4 Units

### Total Sight and Hearing Impaired Units Provided
- 2% of Unit Type A = (1.62) 2 Units
- 2% of Unit Type B = B1 (0.9) & B2 (0.4) = 2 Units
NOTE:
- PARKING MEETS LOCAL PARKING REQUIREMENTS OF 1 SPACE PER UNIT
- TOTAL ACCESSIBLE HANDICAP PARKING SPACES PROVIDED: 18 SPACES
- Parking meets local parking requirements of 1 space per unit.
- Total accessible handicap van parking spaces provided: 3 spaces.
- Total accessible handicap parking spaces provided: 18 spaces.

**Legend:**
- **H/C** Accessible Handicap
- **S/H** Sight and Hearing Impaired
- **-P**arking meets local parking requirements of 1 space per unit
- **-**Total accessible handicap van parking spaces provided: 3 spaces.
- **-**Total accessible handicap parking spaces provided: 18 spaces.

**Parking Notes:**
- Total accessible handicap parking spaces provided: 18 spaces.
- Parking meets local parking requirements of 1 space per unit.

**Detention:**
- Detention area indicated on the plan.
ACCESSIBLE TO TENANT:
CONDITIONED SPACE
- COMMUNITY RM. - 513 S.F.
- COMMUNITY DINING - 1,199 S.F.
- MENS - 107 S.F.
- WOMENS - 130 S.F.
- HALL - 145 S.F.
- WARMING KITCHEN - 175 S.F.
- SERVICE PROVIDER OFFICE - 138 S.F.
- ACTIVITY - 472 S.F.
- IDF - 46 S.F.
- STORAGE - 134 S.F.
- FITNESS - 432 S.F.
- ELEVATOR - 79 S.F.
- MAIL ROOM - 287 S.F.
- LAUNDRY - 266 S.F.
TOTAL CONDITIONED SPACE: 4,123 S.F.

UNCONDITIONED SPACE
- FRONT PORCHES - 211 S.F.
- POOL-SIDE PORCHES - 387 S.F.
- FITNESS PORCH - 158 S.F.
TOTAL UNCONDITIONED SPACE: 756 S.F.

RESTRICTED TO EMPLOYEES:
CONDITIONED SPACE
- MANAGER - 113 S.F.
- WORK RM. - 113 S.F.
- ASST. MANAGER - 113 S.F.
- FILE ROOM - 43 S.F.
- BREAK ROOM - 180 S.F.
TOTAL CONDITIONED SPACE: 562 S.F.

UNCONDITIONED
- MAINTENANCE - 354 S.F.
TOTAL UNCONDITIONED SPACE: 354 S.F.
UNIT A-1 FLOOR PLAN

THE VILLAGE AT OVERLOOK - FEBRUARY 2018

ONE BEDROOM, ONE BATH  
762 S.F.

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.  
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"
UNIT A-2 FLOOR PLAN

ONE BEDROOM, ONE BATH
762 S.F.

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS. ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"
UNIT B-2 FLOOR PLAN

TWO BEDROOM, TWO BATH
1,250 S.F.

NOTE: ACCESSIBILITY
NOTES REFER TO FULLY
ACCESSIBLE UNITS. ALL
UNITS ARE TO BE FAIR
HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"
BUILDING TYPE A1 ELEVATIONS & FLOOR PLAN
THE VILLAGE AT OVERLOOK - FEBRUARY 2018

1ST FLOOR PLAN (2ND FLOOR SIMILAR)
SCALE: 1" = 30'

ELEVATIONS
FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT
BUILDING TYPE A1 ELEVATIONS & FLOOR PLAN

1ST FLOOR PLAN (2ND FLOOR SIMILAR)
SCALE: 1" = 30'

BREEZEWAYS
FIRST FLOOR- 1161 S.F.
SECOND FLOOR - 999 S.F.

THE VILLAGE AT OVERLOOK - JUNE 2018
LEGEND:

H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT

BUILDING TYPE A2 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - FEBRUARY 2018
BREEZEWAYS
FIRST FLOOR: 985 S.F.
SECOND FLOOR - 822 S.F.

SCALE: 1" = 30'

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT

BUILDING TYPE A4 ELEVATIONS & FLOOR PLAN
THE VILLAGE AT OVERLOOK - FEBRUARY 2018
1ST FLOOR PLAN (2ND FLOOR SIMILAR)

SCALE: 1" = 30'

BUILDING TYPE:

ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - FEBRUARY 2018

FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

LEGEND:

ACCESSIBLE HANDICAP UNIT
SIGHT AND HEARING IMPAIRED UNIT

UNIT B-1

STOR. 9 SF  96 SF  68 SF  82 SF  9 SF
STAIR
BALCONY
BALCONY

UNIT B-1

STOR. 9 SF  96 SF  68 SF
STAIR
BALCONY

STOR. 12 SF  96 SF
STAIR
BALCONY

STOR. 12 SF
STAIR
BALCONY

STOR. 9 SF  12 SF
STAIR
BALCONY

STOR. 12 SF
STAIR
BALCONY

FIRST FLOOR F.F. 0'-0"
SECOND FLOOR T.O.P. 10'-7 7/8"
SECOND FLOOR T.O.P. 0'-0"
SECOND FLOOR T.O.P. 10'-7 7/8"
SECOND FLOOR T.O.P. 10'-7 7/8"
SECOND FLOOR T.O.P. 10'-7 7/8"
BUILDING TYPE A6 ELEVATIONS & FLOOR PLAN
THE VILLAGE AT OVERLOOK - FEBRUARY 2018

1ST FLOOR PLAN (2ND FLOOR SIMILAR)
SCALE: 1" = 30'

FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT

BREEZEWAYS
FIRST FLOOR- 1406 S.F.
SECOND FLOOR - 1136 S.F.
BUILDING TYPE A6 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

1ST FLOOR PLAN (2ND FLOOR SIMILAR)
SCALE: 1" = 30'

BREEZEWAYS
FIRST FLOOR- 1406 S.F.
SECOND FLOOR - 1136 S.F.

FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPARIED UNIT

LEGEND:
BUILDING TYPE B FLOOR PLAN

FLOOR PLAN
SCALE: 1" = 30'

ELEVATIONS

FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

LEGEND:
H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT

THE VILLAGE AT OVERLOOK - FEBRUARY 2018
FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

1ST FLOOR PLAN
SCALE: 1” = 30’

ELEVATIONS

BUILDING TYPE C FLOOR PLAN
THE VILLAGE AT OVERLOOK - FEBRUARY 2018
Tab 23
Specifications and Building/Unit Configuration
### 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.

#### Buildings

- 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

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#### Number of Parking Spaces (consistent with Architectural Drawings):

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<th>Paid</th>
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<tbody>
<tr>
<td>60</td>
<td>146</td>
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</table>

#### Shed or Flat Roof Carport Spaces

- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

#### Ceiling Heights:

- % Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- % Ceramic Tile
- % Other
- Describe:

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<td># of Bathrooms</td>
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</tr>
<tr>
<td>Sq. Ft. Per Unit</td>
<td>160</td>
<td>1,250</td>
<td>2,500</td>
<td>762</td>
<td>762</td>
<td>922</td>
<td>1,250</td>
<td>1,250</td>
</tr>
<tr>
<td>Number of Stories</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>Number of Units Per Building</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total # of Units</td>
<td>16</td>
<td>17</td>
<td>13</td>
<td>46</td>
<td>48</td>
<td>48</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Total # of Residential Buildings</td>
<td>146</td>
<td>128,212</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sq Ft for Unit Type</td>
<td>38,100</td>
<td>23,622</td>
<td>41,490</td>
<td>38,100</td>
<td>38,100</td>
<td>41,490</td>
<td>23,622</td>
<td>128,212</td>
</tr>
</tbody>
</table>

### 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: 7,300
- The lesser of these two numbers added to NRA: 128,212
  - Use this number to figure points under 11.9(e)(2)

If a revised form is submitted, date of submission:
## 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)

- 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
- Free
- Paid
- Free
- Paid
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

### Building Configuration (Check all that apply):

<table>
<thead>
<tr>
<th>Building Configuration</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Parking Spaces</th>
</tr>
</thead>
</table>

### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Ceramic Tile</td>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
</tr>
<tr>
<td>% Other</td>
<td>Describe:</td>
</tr>
</tbody>
</table>

### Building and Unit Type Configuration

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A-1</th>
<th>A-2</th>
<th>A-3</th>
<th>A-4</th>
<th>A-5</th>
<th>A-6</th>
<th>B</th>
<th>C</th>
<th>Number of Buildings</th>
<th>Total # of Residential Buildings</th>
<th>Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>14</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Units Per Building</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>1</td>
<td>2</td>
<td>2 2 2 12 2 6</td>
<td>38,100</td>
</tr>
<tr>
<td>A-2</td>
<td>1</td>
<td>2</td>
<td>2 6 11 8 4</td>
<td>23,622</td>
</tr>
<tr>
<td>B-1</td>
<td>2</td>
<td>2</td>
<td>12 9 4 6 6</td>
<td>41,490</td>
</tr>
<tr>
<td>B-2</td>
<td>2</td>
<td>2</td>
<td>1,250</td>
<td>25,000</td>
</tr>
</tbody>
</table>

### Totals

|                      | 16  | 17  | 13  | 48  | 16  | 16  | 4  | 146 | 128,212 |

### Supportive Housing Applicants Only

UNIT SIZES AND/OR UNIT TYPES BETWEEN THIS EXHIBIT AND THE RENT SCHEDULE DO NOT MATCH.

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: 4123
Tab 23a

Mobility Units
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.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>81</td>
<td>5%</td>
<td>4.05</td>
<td>4.05</td>
<td>5</td>
</tr>
<tr>
<td>B-1</td>
<td>45</td>
<td>5%</td>
<td>2.25</td>
<td>2.25</td>
<td>3</td>
</tr>
<tr>
<td>B-2</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>146</td>
<td>5%</td>
<td>7.3</td>
<td>7.3</td>
<td>9</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]

Printed Name: [James H.R. Bailey]

Date: 3-01-2018

Firm Name (if applicable): [Alano Architects]
Tab 23b

HV Units
**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.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>146</td>
<td>2%</td>
<td>2.92</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>A</td>
<td>81</td>
<td>2%</td>
<td>1.62</td>
<td>1.62</td>
<td>2</td>
</tr>
<tr>
<td>B-1</td>
<td>45</td>
<td>2%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B-2</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>146</td>
<td>2.92</td>
<td>3.62</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td></td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

*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

3-01-2018
Date

James H.R. Bailey
Printed Name

Alamo Architects
Firm Name (If applicable)
Tab 23c

Parking
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:


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!

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>206</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>146</td>
<td>0.708737564</td>
</tr>
<tr>
<td>Carport</td>
<td>60</td>
<td>0.291262436</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>206</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces:</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>450</td>
<td>100</td>
</tr>
</tbody>
</table>

**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 00:00 - 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

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>18</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>12.757282</td>
<td>13</td>
<td>2</td>
</tr>
<tr>
<td>Carport</td>
<td>5.2427184</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>18</td>
<td>18</td>
<td>3</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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

2-01-2018

Date

Printed Name

JAMES H.R. BAILEY

Firm Name (If applicable)

ALAMO ARCHITECTS
Tab 24
Rent Schedule
## Rent Schedule

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):

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Units</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>TC 50%</td>
</tr>
<tr>
<td>TC 60%</td>
</tr>
<tr>
<td>MR</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>TC 50%</td>
</tr>
<tr>
<td>TC 60%</td>
</tr>
<tr>
<td>MR</td>
</tr>
<tr>
<td>MR</td>
</tr>
</tbody>
</table>

### Non Rental Income

- **$20.00 per unit/month for:**
  - Late fees/NSF’s/Reletting

### TOTAL NONRENTAL INCOME

- **$20.00 per unit/month for:**
  - Late fees/NSF’s/Reletting

### POTENTIAL GROSS MONTHLY INCOME

- **Provision for Vacancy & Collection Loss**
  - % of Potential Gross Income: **7.50%**
  - Enter as a negative number

- **Rental Concessions (enter as a negative number)**

### EFFECTIVE GROSS MONTHLY INCOME

- **$12 = EFFECTIVE GROSS ANNUAL INCOME**
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TC30%</strong></td>
<td>11%</td>
<td>7%</td>
<td>10</td>
</tr>
<tr>
<td><strong>TC40%</strong></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC50%</strong></td>
<td>41%</td>
<td>26%</td>
<td>38</td>
</tr>
<tr>
<td><strong>TC60%</strong></td>
<td>48%</td>
<td>30%</td>
<td>44</td>
</tr>
<tr>
<td><strong>HTC Li Total</strong></td>
<td></td>
<td></td>
<td>92</td>
</tr>
<tr>
<td><strong>EO</strong></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>54</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR Total</strong></td>
<td>54</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Units</strong></td>
<td>146</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>NATIONAL HOUSING TRUST FUND</strong></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HTF30%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HTF40%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HTF50%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HTF60%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HTF80%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HTF Li Total</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>EO</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>MR Total</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HTF Total</strong></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>DIRECT LOAN</strong></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>30%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>LH/50%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HH/60%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>HH/80%</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Direct Loan Li Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EO</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>MR Total</strong></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Direct Loan Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>OTHER</strong></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total OT Units</strong></td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### BEDROOMS

<table>
<thead>
<tr>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>81</td>
<td>65</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### ACQUISITION + HARD

- **Cost Per Sq Ft**: $118.00
- DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Tab 25
Utility Allowances
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.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td>Electric</td>
<td>$ 76</td>
<td>$ 95</td>
<td>$125</td>
<td>$176</td>
<td></td>
<td>San Antonio Housing Authority</td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 76</td>
<td>$ 95</td>
<td>$125</td>
<td>$176</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ 76</td>
<td>$ 95</td>
<td>$125</td>
<td>$176</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

San Antonio Housing Authority Flat Utility Allowance Dated January 2017
Utility Allowance
SAHA provides a monthly utility allowance to eligible families for participant-paid utilities.

The Housing Choice Voucher Program has implemented flat utility allowances, which will eliminate fluctuation in the contract rent amounts for program participants. The utility allowances will now be based on bedroom size only, and there will be no fluctuation between some utilities being provided and all utilities being provided; however, if the unit is an all bills paid unit, the participant's utility allowance will be $0.

The following Flat Utility Allowance Schedule will be effective for vouchers issued in January 2017 and for January 2017 recertifications.

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0 Bedroom</th>
<th>1 Bedroom</th>
<th>2 Bedroom</th>
<th>3 Bedroom</th>
<th>4 Bedroom</th>
<th>5 Bedroom</th>
<th>6 Bedroom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Allowance</td>
<td>$76</td>
<td>$95</td>
<td>$125</td>
<td>$176</td>
<td>$216</td>
<td>$280</td>
<td>$293</td>
</tr>
</tbody>
</table>

For HCV participants who qualify for hardship and participants of Special Programs, the existing (non-flat) Utility Allowance Schedule still applies. The allowance is based on an average rate for the area. Any utility usage above the allowed average will be the participant's responsibility.

Allowances for Tenant-Furnished Utilities and other Services
Click here to view the Utility Allowances
Tab 26
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$11,300</td>
</tr>
<tr>
<td>Advertising</td>
<td>$8,170</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$3,700</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$2,300</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$5,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$9,900</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$40,370</strong></td>
</tr>
</tbody>
</table>

### Management Fee

<table>
<thead>
<tr>
<th>Item</th>
<th>Percent of Effective Gross Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Fee</td>
<td>5.04%</td>
<td>$71,471</td>
</tr>
</tbody>
</table>

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$70,600</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$64,480</td>
</tr>
<tr>
<td>Other Taxes and Benefits</td>
<td>$20,262</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$155,342</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$6,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$18,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$21,953</td>
</tr>
<tr>
<td>Repairs</td>
<td>$59,172</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,027</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$107,152</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$21,560</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$6,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$118,017</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$161,359</td>
</tr>
</tbody>
</table>

### Annual Property Insurance

- Rate per net rentable square foot: $0.37
  - $46,866

### Property Taxes

- Published Capitalization Rate: 9.50%
- Source: Bexar Appraisal
- Annual Property Taxes: $101,908
- Payments in Lieu of Taxes: $0
- **Total Property Taxes:** $101,908

### Reserve for Replacements

- Annual reserves per unit: $250
  - $36,500

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services</td>
<td>$10,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees</td>
<td>$5,840</td>
</tr>
<tr>
<td>TDHCA Bond Administration Fees</td>
<td>$14,350</td>
</tr>
<tr>
<td>Security</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$33,190</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- Expense per unit: $5165
  - $754,158

### NET OPERATING INCOME (before debt service)

- $664,688

### Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st lien 4.85%, 40 yr term</td>
<td>$577,348</td>
</tr>
<tr>
<td>2nd lien 5.5%, 30 yr term</td>
<td>$</td>
</tr>
<tr>
<td>3rd lien 5.75%, 25 yr term</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE:</strong></td>
<td><strong>$577,348</strong></td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

- $87,340

If a revised form is submitted, date of submission: ____________________________________________
Tab 27

15 Year Pro Forma
### 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 3% 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 preference period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
<th>YEAR 11</th>
<th>YEAR 12</th>
<th>YEAR 13</th>
<th>YEAR 14</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,493,846</td>
<td>$1,529,825</td>
<td>$1,559,461</td>
<td>$1,590,589</td>
<td>$1,622,401</td>
<td>$1,791,762</td>
<td>$1,977,698</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,532,886</td>
<td>$1,570,566</td>
<td>$1,598,917</td>
<td>$1,631,774</td>
<td>$1,664,330</td>
<td>$1,833,138</td>
<td>$2,019,933</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($315,042)</td>
<td>($317,242)</td>
<td>($319,689)</td>
<td>($313,093)</td>
<td>($324,525)</td>
<td>($337,495)</td>
<td>($352,795)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,437,846</td>
<td>$1,458,223</td>
<td>$1,458,828</td>
<td>$1,438,681</td>
<td>$1,340,805</td>
<td>$1,506,643</td>
<td>$1,665,138</td>
<td>$1,814,038</td>
<td>$1,963,103</td>
<td>$2,112,365</td>
<td>$2,262,860</td>
<td>$2,414,650</td>
<td>$2,567,635</td>
<td>$2,721,810</td>
<td></td>
</tr>
</tbody>
</table>

### EXPENSES

- **General & Administrative Expenses**
  - Management Fee: $71,471, $72,900, $74,358, $75,846, $77,363, $85,416, $94,305
  - Repairs & Maintenance: $107,512, $110,367, $113,678, $117,088, $120,601, $139,809, $162,077
  - Electric & Gas Utilities: $21,560, $22,207, $22,873, $23,650, $24,466, $26,131, $32,611
  - Water, Sewer & Trash Utilities: $139,795, $145,993, $148,333, $152,782, $157,345, $182,408, $211,499
  - Annual Property Insurance Premiums: $10,851, $11,627, $12,500, $13,472, $14,538, $16,715, $20,098
  - Reserve for Replacements: $36,500, $37,595, $38,673, $39,885, $41,108, $43,242, $55,210

- **Other Expenses**
  - $35,190, $34,186, $35,211, $36,268, $37,356, $48,395, $50,203

**TOTAL ANNUAL EXPENSES**
- $794,398, $819,788, $846,251, $873,836, $895,793, $976,166, $1,017,880

**NET OPERATING INCOME**
- $654,688, $631,050, $677,573, $730,621, $755,043, $777,575, $745,320

### DEBT SERVICE

- **First Deed of Trust Annual Loan Payment**

- **Second Deed of Trust Annual Loan Payment**

**ANNUAL NET CASH FLOW**

**CUMULATIVE NET CASH FLOW**
- $87,340, $161,847, $261,446, $367,953, $500,778, $613,497, $726,217

**Debt Coverage Ratio**
- 1.30, 1.30, 1.30, 1.30, 1.30, 1.30, 1.30

**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, take 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 proforma considered feasible pending further diligence reviews. 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 projects under $15,000 in financial feasibility).

[Signature, Authorized Representative, Construction or Permanent Lender]

Jeffrey L. Rogers
Printed Name: 2-27-15
Phone: 214-227-7030
Email: jrogers@doughnutmarkets.com

[Signature, Authorized Representative, Syndicator]

Printed Name
Date
<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,498,848</td>
<td>$1,528,825</td>
<td>$1,559,401</td>
<td>$1,590,589</td>
<td>$1,622,491</td>
<td>$1,791,202</td>
<td>$1,877,688</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$35,049</td>
<td>$35,741</td>
<td>$36,456</td>
<td>$37,185</td>
<td>$37,928</td>
<td>$41,876</td>
<td>$46,235</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,533,888</td>
<td>$1,564,566</td>
<td>$1,595,857</td>
<td>$1,637,714</td>
<td>$1,660,505</td>
<td>$1,839,138</td>
<td>$2,032,933</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(515,042)</td>
<td>$(517,342)</td>
<td>$(519,685)</td>
<td>$(522,083)</td>
<td>$(524,565)</td>
<td>$(537,485)</td>
<td>$(551,795)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,418,846</td>
<td>$1,447,223</td>
<td>$1,476,168</td>
<td>$1,505,691</td>
<td>$1,535,805</td>
<td>$1,695,653</td>
<td>$1,872,138</td>
</tr>
<tr>
<td>EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$40,570</td>
<td>$43,581</td>
<td>$46,429</td>
<td>$44,113</td>
<td>$45,417</td>
<td>$52,674</td>
<td>$58,063</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$71,471</td>
<td>$71,902</td>
<td>$74,935</td>
<td>$75,846</td>
<td>$77,963</td>
<td>$85,414</td>
<td>$88,204</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$155,342</td>
<td>$160,002</td>
<td>$164,802</td>
<td>$169,746</td>
<td>$174,893</td>
<td>$202,684</td>
<td>$224,998</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$107,152</td>
<td>$110,387</td>
<td>$113,678</td>
<td>$117,088</td>
<td>$120,401</td>
<td>$138,809</td>
<td>$162,077</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,560</td>
<td>$22,207</td>
<td>$22,873</td>
<td>$23,559</td>
<td>$24,266</td>
<td>$28,131</td>
<td>$33,615</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$139,799</td>
<td>$143,933</td>
<td>$148,313</td>
<td>$152,762</td>
<td>$157,945</td>
<td>$182,406</td>
<td>$211,459</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$46,866</td>
<td>$48,272</td>
<td>$49,720</td>
<td>$51,232</td>
<td>$52,748</td>
<td>$61,150</td>
<td>$70,889</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$101,908</td>
<td>$104,965</td>
<td>$108,114</td>
<td>$111,358</td>
<td>$114,698</td>
<td>$133,967</td>
<td>$154,145</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$36,500</td>
<td>$37,595</td>
<td>$38,723</td>
<td>$39,885</td>
<td>$41,081</td>
<td>$47,834</td>
<td>$55,710</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$33,190</td>
<td>$34,186</td>
<td>$35,211</td>
<td>$36,268</td>
<td>$37,856</td>
<td>$40,305</td>
<td>$50,208</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$754,158</td>
<td>$776,088</td>
<td>$798,621</td>
<td>$821,836</td>
<td>$845,793</td>
<td>$976,166</td>
<td>$1,126,930</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$664,688</td>
<td>$671,555</td>
<td>$677,547</td>
<td>$683,855</td>
<td>$690,072</td>
<td>$719,487</td>
<td>$745,208</td>
</tr>
</tbody>
</table>

| DEBT SERVICE                |          |          |          |          |          |          |          |
| First Deed of Trust Annual Loan Payment | $577,348 | $577,348 | $577,348 | $577,348 | $577,348 | $577,348 | $577,348 |
| Second Deed of Trust Annual Loan Payment |          |          |          |          |          |          |          |
| Third Deed of Trust Annual Loan Payment |          |          |          |          |          |          |          |
| Other Annual Required Payment |          |          |          |          |          |          |          |
| Other Annual Required Payment |          |          |          |          |          |          |          |

| ANNUAL NET CASH FLOW        | $587,340 | $593,907 | $600,193 | $606,507 | $612,724 | $618,840 | $624,971 |
| CUMULATIVE NET CASH FLOW    | $587,340 | $581,186 | $581,346 | $587,853 | $595,578 | $612,725 | $624,971 |
| Debt Coverage Ratio         | 1.15     | 1.16     | 1.17     | 1.18     | 1.20     | 1.23     | 1.29     |

By signing below (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 $11.90(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Phone:

Email:

Date: Dana Mayo

February 28, 2018

Signature, Authorized Representative, Syrdelrick

Printed Name
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

<table>
<thead>
<tr>
<th>YEARS</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,498,848</td>
<td>$1,528,825</td>
<td>$1,559,401</td>
<td>$1,590,589</td>
<td>$1,622,401</td>
<td>$1,791,262</td>
<td>$1,977,698</td>
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<td>Secondary Income</td>
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<td>$35,741</td>
<td>$36,456</td>
<td>$37,185</td>
<td>$37,928</td>
<td>$41,876</td>
<td>$46,235</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,533,888</td>
<td>$1,564,566</td>
<td>$1,595,857</td>
<td>$1,627,774</td>
<td>$1,660,330</td>
<td>$1,833,138</td>
<td>$2,023,933</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($115,042)</td>
<td>($117,342)</td>
<td>($119,689)</td>
<td>($122,083)</td>
<td>($124,525)</td>
<td>($137,485)</td>
<td>($151,795)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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<td>$1,447,223</td>
<td>$1,476,168</td>
<td>$1,505,691</td>
<td>$1,535,805</td>
<td>$1,695,653</td>
<td>$1,872,138</td>
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</table>

### EXPENSES

<table>
<thead>
<tr>
<th>YEARS</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$40,370</td>
<td>$41,581</td>
<td>$42,829</td>
<td>$44,113</td>
<td>$45,437</td>
<td>$52,674</td>
<td>$61,063</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$71,471</td>
<td>$72,900</td>
<td>$74,358</td>
<td>$75,846</td>
<td>$77,363</td>
<td>$85,414</td>
<td>$94,304</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$155,342</td>
<td>$160,002</td>
<td>$164,802</td>
<td>$169,746</td>
<td>$174,839</td>
<td>$202,686</td>
<td>$234,969</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$110,367</td>
<td>$113,678</td>
<td>$117,088</td>
<td>$120,601</td>
<td>$139,809</td>
<td>$162,077</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,560</td>
<td>$22,207</td>
<td>$22,873</td>
<td>$23,559</td>
<td>$24,266</td>
<td>$28,131</td>
<td>$32,611</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$139,799</td>
<td>$143,993</td>
<td>$148,313</td>
<td>$152,762</td>
<td>$157,345</td>
<td>$182,406</td>
<td>$211,459</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$46,866</td>
<td>$48,272</td>
<td>$49,720</td>
<td>$51,212</td>
<td>$52,748</td>
<td>$61,150</td>
<td>$70,889</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$101,198</td>
<td>$104,965</td>
<td>$108,114</td>
<td>$111,358</td>
<td>$114,698</td>
<td>$132,967</td>
<td>$154,145</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$36,500</td>
<td>$37,595</td>
<td>$38,723</td>
<td>$39,885</td>
<td>$41,081</td>
<td>$47,624</td>
<td>$55,210</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$33,190</td>
<td>$34,186</td>
<td>$35,211</td>
<td>$36,268</td>
<td>$37,356</td>
<td>$43,305</td>
<td>$50,203</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$754,158</td>
<td>$776,068</td>
<td>$798,621</td>
<td>$821,836</td>
<td>$845,733</td>
<td>$976,166</td>
<td>$1,126,930</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$664,688</td>
<td>$671,155</td>
<td>$677,547</td>
<td>$683,855</td>
<td>$690,072</td>
<td>$719,487</td>
<td>$745,208</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>YEARS</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$87,340</td>
<td>$93,807</td>
<td>$100,199</td>
<td>$106,507</td>
<td>$112,724</td>
<td>$142,139</td>
<td>$167,860</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$87,340</td>
<td>$181,148</td>
<td>$281,346</td>
<td>$387,853</td>
<td>$500,578</td>
<td>$1,137,735</td>
<td>$1,912,731</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.20</td>
<td>1.25</td>
<td>1.29</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**

**Phone:**

**Email:**

**Date**

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**
If a revised form is submitted, date of submission:
Tab 28

Offsite Cost Breakdown
Offsite Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

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 offsite 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.

**Note: ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Sewer Utility</td>
<td>$125.00</td>
<td>525</td>
<td>$65,625.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$65,625.00</td>
</tr>
<tr>
<td>Access Drive to US-281</td>
<td>$93.25</td>
<td>730</td>
<td>$68,072.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$68,072.50</td>
</tr>
</tbody>
</table>

| Total Lines 35-37 Hidden|                        |                             |                              |                      |                                     | $133,698               |

Notes:
1. Cost included in Development Cost Schedule, Acquisition Cost Section.
2. Cost included in Development Cost Schedule, Indirect Construction Costs Section.

Signature of Registered Engineer responsible for Budget Justification

[Signature]

Printed Name

2/19/2018

Date
**Off-Site Cost Breakdown**

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**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 offsite 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.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Sewer Utility</td>
<td>$ 125.00</td>
<td>525</td>
<td>$ 65,625.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 65,625.00</td>
</tr>
<tr>
<td>Access Drive to US 281</td>
<td>$ 93.25</td>
<td>730</td>
<td>$ 68,072.50</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 68,073</td>
</tr>
</tbody>
</table>

**Total**                                                                        $ 133,698

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Seal
Date

If a revised form is submitted, date of submission:
Tab 29
Site Work Costs Breakdown
# 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) 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.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$</td>
<td>-</td>
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<td>-</td>
<td>See Note 1</td>
<td>-</td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td>$</td>
<td>-</td>
<td>0</td>
<td>-</td>
<td>See Note 1</td>
<td>-</td>
</tr>
<tr>
<td>Detention</td>
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<td>$ 80,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 80,000.00</td>
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<tr>
<td>Rough Grading</td>
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<td>$ 612,985.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 612,985.50</td>
</tr>
<tr>
<td>Fine Grading</td>
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<td>$ 32,461.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 32,461.50</td>
</tr>
<tr>
<td>On-site concrete</td>
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<td>$ 203,200.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
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</tr>
<tr>
<td>On-site paving</td>
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<td>$ 261,700.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 261,700.00</td>
</tr>
<tr>
<td>On-site Utilities</td>
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<td>$ 550,953.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 550,953.00</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$</td>
<td>0</td>
<td>-</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>-</td>
</tr>
<tr>
<td>On-site Electric Utilities</td>
<td>$ 50,000.00</td>
<td>1</td>
<td>$ 50,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Parking Bumpers, Striping, Signs</td>
<td>$ 20,000.00</td>
<td>1</td>
<td>$ 20,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 20,000.00</td>
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<tr>
<td>WPAP Basin</td>
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<tr>
<td>Retaining Wall</td>
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<td>$ 65,700.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 65,700.00</td>
</tr>
</tbody>
</table>

Total $ 2,117,000

Notes:

1. Cost included in Development Cost Schedule, Acquisition Cost Section.
2. Cost included in Development Cost Schedule, Indirect Construction Costs Section.

[Signature of Registered Engineer]

Chris Orem, P.E.
Printed Name
2/28/2018
Date
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.

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$</td>
<td>-</td>
<td></td>
<td>See Note 1</td>
<td>See Note 2</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition only)</td>
<td>$</td>
<td>-</td>
<td></td>
<td>See Note 1</td>
<td>See Note 2</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>$ 1.00</td>
<td>$ 80,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 80,000</td>
<td></td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$ 1.00</td>
<td>$ 612,985.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 612,986</td>
<td></td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 1.00</td>
<td>$ 32,461.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 32,462</td>
<td></td>
</tr>
<tr>
<td>On-site Concrete</td>
<td>$ 1.00</td>
<td>$ 208,200.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 203,200</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 1.00</td>
<td>$ 261,700.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 261,700</td>
<td></td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$ 1.00</td>
<td>$ 550,953.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 550,953</td>
<td></td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$</td>
<td>-</td>
<td></td>
<td>See Note 1</td>
<td>See Note 2</td>
<td></td>
</tr>
<tr>
<td>In-Site Electric Utilities</td>
<td>$ 1.00</td>
<td>$ 50,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 50,000</td>
<td></td>
</tr>
<tr>
<td>Parking Bumpers, Striping, Signs</td>
<td>$ 1.00</td>
<td>$ 20,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 20,000</td>
<td></td>
</tr>
<tr>
<td>WPAP Basin</td>
<td>$ 1.00</td>
<td>$ 240,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 240,000</td>
<td></td>
</tr>
<tr>
<td>Retaining Wall</td>
<td>$ 1.00</td>
<td>$ 65,700.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 65,700</td>
<td></td>
</tr>
</tbody>
</table>

**Total**                      |                        |                            |                           |                      | $ 2,117,000                         |                        |

**Seal**
<table>
<thead>
<tr>
<th>Signature of Registered Engineer</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>If a revised form is submitted, date of submission:</td>
</tr>
</tbody>
</table>
Tab 30

Development Cost Schedule
## Development Cost Schedule

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:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Acquisition</td>
</tr>
<tr>
<td>Acquisition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>2,279,053</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Acquisition Cost</td>
<td></td>
<td>$2,279,053</td>
</tr>
<tr>
<td>Off-Sites²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>65,625</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>68,073</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Off-Sites Cost</td>
<td>$133,698</td>
<td>$0</td>
</tr>
<tr>
<td>Site Work³</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>612,986</td>
<td>612,986</td>
</tr>
<tr>
<td>Fine grading</td>
<td>32,462</td>
<td>32,462</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>203,200</td>
<td>203,200</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>261,700</td>
<td>261,700</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>550,953</td>
<td>550,953</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>WPAP Basin and Retaining Wall</td>
<td>305,700</td>
<td>305,700</td>
</tr>
<tr>
<td>Subtotal Site Work Cost</td>
<td>$2,117,000</td>
<td>$0</td>
</tr>
<tr>
<td>Site Amenities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>298,708</td>
<td>298,708</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>160,294</td>
<td>160,294</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>129,611</td>
<td>129,611</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Site Amenities Cost</td>
<td>$588,613</td>
<td>$0</td>
</tr>
</tbody>
</table>
**BUILDING COSTS**:

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>Voluntary Eligible Building Costs (After 11.9(e)(2)) *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>983,401</td>
<td>$77.25 psf</td>
</tr>
<tr>
<td>Masonry</td>
<td>525,000</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Metals</td>
<td>89,783</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Wood and Plastics</td>
<td>2,516,393</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>141,344</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>198,475</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>418,090</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,962,425</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Specialties</td>
<td>129,277</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Equipment</td>
<td>186,242</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Furnishings</td>
<td>186,242</td>
<td>$9,904,082</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>825,000</td>
<td>$9,904,082</td>
</tr>
<tr>
<td><strong>Subtotal Building Costs</strong></td>
<td>$9,953,582</td>
<td>$9,904,082</td>
</tr>
<tr>
<td><strong>Voluntary Eligible Building Costs (After 11.9(e)(2))</strong></td>
<td>$77.25 psf</td>
<td>$9,904,082</td>
</tr>
</tbody>
</table>

**TOTAL BUILDING COSTS & SITE WORK**
(including site amenities)

<table>
<thead>
<tr>
<th></th>
<th>$12,659,195</th>
<th>$0</th>
<th>$12,609,695</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>5.00%</td>
<td>$640,000</td>
<td>640,000</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.99%</td>
<td>6.08%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>2.03%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.99%</td>
<td>6.08%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

|          | $1,879,000 | $0 | $1,879,000 |

**TOTAL CONSTRUCTION CONTRACT**

|          | $15,311,893 | $0 | $15,128,695 |

*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.

Includes $500 COSA Contribution
## SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>550,000</td>
<td>550,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Retainage attorney/other legal fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>845,059</td>
<td>845,059</td>
</tr>
<tr>
<td>Appraisal</td>
<td>6,500</td>
<td>6,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>229,678</td>
<td>229,678</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>106,526</td>
<td>106,526</td>
</tr>
<tr>
<td>Personal property taxes</td>
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<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>75,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

| Amount | $2,062,763 | $0 | $2,062,763 |

## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>726,103</td>
<td>484,068</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>303,000</td>
<td>303,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>312,006</td>
<td>202,000</td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance During Construction</td>
<td>46,866</td>
<td>46,866</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>101,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>60,750</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>183,743</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,803,468</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>2,790,000</td>
</tr>
</tbody>
</table>

**14.99%**

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>404,000</td>
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<tr>
<td>Operating</td>
<td>288,674</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$692,674</td>
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</tbody>
</table>

### HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$24,939,851</td>
</tr>
</tbody>
</table>

*The following calculations are for HTC Applications only.*

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

| Total Eligible Basis       | $0 | $21,221,135 |
| **Total Adjusted Basis**   | $0 | $27,587,476 |

**Applicable Fraction**

- **60.04%**

| Total Qualified Basis       | $16,564,707 | 0 | $16,564,707 |

**Applicable Percentage**

- **9.00%**

| Credits Supported by Eligible Basis | $1,490,824 | 0 | $1,490,824 |

**11.9(e)(2) Cost Per Square Foot:** DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.

**Requested Score for 11.9(e)(2)**

- **12**

*Name of contact for Cost Estimate:*

*Phone Number for Contact:*

- **210 - 458 - 3151**

If a revised form is submitted, date of submission: 

- **[ ]**
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:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
</tr>
</tbody>
</table>

### ACQUISITION
- Site acquisition cost: $2,279,053
- Existing building acquisition cost:
- Closing costs & acq. legal fees:
- Other (specify) - see footnote 1:
- Other (specify) - see footnote 1:

Subtotal Acquisition Cost: $2,279,053

### OFF-SITES
- Off-site concrete:
- Storm drains & devices:
- Water & fire hydrants:
- Off-site utilities:
- Sewer lateral(s): $65,625
- Off-site paving: $68,073
- Off-site electrical:
- Other (specify) - see footnote 1:
- Other (specify) - see footnote 1:

Subtotal Off-Sites Cost: $133,698

### SITE WORK
- Demolition:
- Asbestos Abatement (Demolition Only):
- Detention: $80,000
- Rough grading: $612,986
- Fine grading: $32,462
- On-site concrete: $203,200
- On-site electrical: $50,000
- On-site paving: $261,700
- On-site utilities: $550,953
- Decorative masonry:
- Bumper stops, striping & signs: $20,000
- WPAP Basin and Retaining Wall: $305,700

Subtotal Site Work Cost: $2,117,000

### SITE AMENITIES
- Landscaping: $298,708
- Pool and decking: $160,294
- Athletic court(s), playground(s):
- Fencing: $129,611
- Other (specify) - see footnote 1:

Subtotal Site Amenities Cost: $588,613
**BUILDING COSTS**:  

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal Before 11.9(e)(2)</th>
<th>Subtotal After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>$983,401</td>
<td>$983,401</td>
</tr>
<tr>
<td>Masonry</td>
<td>$525,000</td>
<td>$525,000</td>
</tr>
<tr>
<td>Metals</td>
<td>$89,783</td>
<td>$89,783</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>$2,516,393</td>
<td>$2,516,393</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>$141,344</td>
<td>$141,344</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>$198,475</td>
<td>$198,475</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>$418,090</td>
<td>$418,090</td>
</tr>
<tr>
<td>Finishes</td>
<td>$1,962,425</td>
<td>$1,962,425</td>
</tr>
<tr>
<td>Specialties</td>
<td>$129,277</td>
<td>$129,277</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>$186,242</td>
<td>$186,242</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>$1,928,652</td>
<td>$1,928,652</td>
</tr>
<tr>
<td>Electrical</td>
<td>$825,000</td>
<td>$825,000</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**  

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal Before 11.9(e)(2)</th>
<th>Subtotal After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>$49,500</td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Subtotal Building Costs Before 11.9(e)(2)     | $9,953,582                  | $0                          | $9,904,082                  |

**Voluntary Eligible Building Costs (After 11.9(e)(2))**  

| Amount to be used to achieve desired score. | $77.25 psf | $9,904,082 |

**TOTAL BUILDING COSTS & SITE WORK**  

| Subtotal Before 11.9(e)(2) | $12,659,195 | $0 | $12,609,695 |

| Contingency | 5.00% | $640,000 | 640,000 |

**TOTAL HARD COSTS**  

| Subtotal Before 11.9(e)(2) | $13,432,893 | $0 | $13,249,695 |

**OTHER CONSTRUCTION COSTS**  

<table>
<thead>
<tr>
<th>Category</th>
<th>%THC</th>
<th>%EHC</th>
<th>Subtotal Before 11.9(e)(2)</th>
<th>Subtotal After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.99%</td>
<td>805,000</td>
<td>$805,000</td>
<td>$805,000</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>269,000</td>
<td>$269,000</td>
<td>$269,000</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.99%</td>
<td>805,000</td>
<td>$805,000</td>
<td>$805,000</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**  

| Subtotal Before 11.9(e)(2) | $1,879,000 | $0 | $1,879,000 |

**TOTAL CONSTRUCTION CONTRACT**  

| Subtotal Before 11.9(e)(2) | $15,311,893 | $0 | $15,128,695 |

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**  

| Amount to be used to achieve desired score. | $118.00 psf | $15,128,695 |

---

*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.*
## SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>550,000</td>
<td>550,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>845,059</td>
<td>845,059</td>
</tr>
<tr>
<td>Appraisal</td>
<td>6,500</td>
<td>6,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,500</td>
<td>8,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>229,678</td>
<td>229,678</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>106,526</td>
<td>106,526</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingency</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

| Amount   | 2,062,763 | 0 | 2,062,763 |

## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>726,103</td>
<td>484,068</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>303,000</td>
<td>303,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>312,006</td>
<td>202,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance During Construction</td>
<td>46,866</td>
<td>46,866</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>101,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>60,750</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>183,743</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>183,743</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>15,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

| Subtotal Financing Cost | $1,803,468 | $0 | $1,239,677 |

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,790,000</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

| Subtotal Developer Fees | 14.99% | $2,790,000 | $0 | $2,790,000 |

### RESERVES

<table>
<thead>
<tr>
<th>Reserve Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>404,000</td>
</tr>
<tr>
<td>Operating</td>
<td>288,674</td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

| Subtotal Reserves | $692,674 | $0 | $0 |

### TOTAL HOUSING DEVELOPMENT COSTS

**TOTAL HOUSING DEVELOPMENT COSTS**

| Total Housing Development Costs | $24,939,851 | $0 | $21,221,135 |

---

**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)

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>$0</th>
<th>$21,221,135</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
<td></td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$27,587,476</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>60.04%</td>
<td></td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$16,564,707</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
<td></td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,490,824</td>
<td>$0</td>
</tr>
</tbody>
</table>

(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)**

| Score | 12 |

Name of contact for Cost Estimate:

Phone Number for Contact:

If a revised form is submitted, date of submission:
Tab 31

Financing Narrative and
Summary of Sources and Uses
## 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).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amount</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDHCA Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dougherty Mortgage LLC Conventional/FHA</td>
<td>$10,050,000 4.85%</td>
<td>1</td>
<td>$10,050,000 4.85%</td>
<td>40 40</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Hunt Capital Partners HTC</td>
<td>$1,490,824</td>
<td>$13,311,727</td>
<td>$14,012,344</td>
<td>0.94</td>
</tr>
<tr>
<td>Grant</td>
<td>City of San Antonio Grant Private Grant</td>
<td>$500</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Franklin Development Properties, Ltd Deferred Fee</td>
<td>$ -</td>
<td>$877,907</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$23,362,227</td>
<td>$24,939,851</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$24,939,851</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).

The Dougherty Mortgage FHA loan includes both construction and permanent loan. Funds will be drawn as project is constructed. The debt is fixed at 4.85%. Hunt Capital Partners will fund equity for a total of $14,012,344. The City of San Antonio is granting a contribution of $500 to be used for hard construction costs. A development fee will be deferred in an amount approved by the Investor. The fee is typically withheld until permanent financing is achieved.

Describe the replacement reserves:

Replacement reserves of $250/unit is required by investor and lender

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:

No Operating subsidies are anticipated for this project.

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.

Jeffrey L. Rogers
2-27-18
Signature, Authorized Representative, Construction or Permanent Lender
Printed Name
Date

Telephone: 214-207-7030
Email address: jogers@doughertymarkets.com

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Dougherty Mortgage LLC</td>
<td>$10,050,000 4.85%</td>
<td>$ 10,050,000 4.85%</td>
<td>40 40</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Hunt Capital Partners HTC</td>
<td>$1,490,824 $13,311,727</td>
<td>$ 14,012,344 0.94</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City of San Antonio Grant</td>
<td>$500 $500</td>
<td></td>
<td></td>
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<tr>
<td>Deferred Developer Fee</td>
<td>Franklin Development Properties, Ltd Deferred Fee</td>
<td>$ - $877,007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

- $23,362,227
- $24,939,851

### Total Uses of Funds

- $24,939,851
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The Dougherty Mortgage FHA loan includes both construction and permanent loan. Funds will be drawn as project is constructed. The debt is fixed at 4.85%. Hunt Capital Partners will fund equity for a total of $14,012,344. The City of San Antonio is granting a contribution of $500 to be used for hard construction costs. A development fee will be deferred in an amount approved by the investor. The fee is typically withheld until permanent financing is achieved.

Describe the replacement reserves:

Replacement reserves of $250/unit is required by investor and lender

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):

No Operating subsidies are anticipated for this project.

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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Telephone: 

Email address: 

If a revised form is submitted, date of submission: 

Tab 32
Financial Capacity and Construction Oversight (Direct Loans Only)

Not Applicable
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 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) 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 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 follow must be provided in accordance with 10 TAC §10.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.

---

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Tab 33
Matching Funds
(Direct Loans Only)

Not Applicable
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.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td>NOT APPLICABLE</td>
</tr>
<tr>
<td>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) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

**CANNOT INCLUDE DEVELOPER FEES**
Tab 34
Financing Scoring
**Finance Scoring (for Competitive HTC Applications ONLY)**

<table>
<thead>
<tr>
<th>Section</th>
<th>Total Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</strong></td>
<td></td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>City of San Antonio</td>
<td></td>
</tr>
<tr>
<td>X A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
<td></td>
</tr>
<tr>
<td>X The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td></td>
</tr>
<tr>
<td>X The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>1</td>
</tr>
</tbody>
</table>

| **2. Financial Feasibility (§11.9(e)(1))**                              |                      |
| Eligible Pro-Forma and letter stating the Development is financially feasible. | 0                    |
| X Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 18                   |
| **Total Points Claimed:**                                              | 18                   |

| **3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))** |                      |
| Percent of Units restricted to serve households at or below 30% of AMGI | 6.85%                |
| HTC funding request as a percent of Total Housing Development Cost      | 5.98%                |
| **Eligibility for points:**                                            |                      |
| Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding | 0                    |
| Housing Tax Credit Request                                             | 3                    |
| Housing Tax Credit Request                                             | 2                    |
| Housing Tax Credit Request                                             | 1                    |
| * Be sure no more than 50% of Developer fees are deferred.             |                      |
| **Total Points Claimed:**                                              | 3                    |
Tab 35
Supporting Documentation
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td>X</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
<tr>
<td></td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td></td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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)]</td>
</tr>
<tr>
<td></td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>
## 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 assumptions other than straight-line growth made during the pretax period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$1,498,846</td>
<td>$1,578,825</td>
<td>$1,559,405</td>
<td>$1,590,589</td>
<td>$1,623,401</td>
<td>$1,791,262</td>
<td>$1,977,698</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$35,040</td>
<td>$35,741</td>
<td>$36,456</td>
<td>$37,165</td>
<td>$37,838</td>
<td>$41,876</td>
<td>$46,235</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$1,533,888</td>
<td>$1,614,566</td>
<td>$1,595,857</td>
<td>$1,627,744</td>
<td>$1,661,239</td>
<td>$1,839,138</td>
<td>$2,023,033</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($115,042)</td>
<td>($127,242)</td>
<td>($119,689)</td>
<td>($123,083)</td>
<td>($124,525)</td>
<td>($137,485)</td>
<td>($151,793)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$1,418,846</td>
<td>$1,487,223</td>
<td>$1,476,168</td>
<td>$1,502,656</td>
<td>$1,537,705</td>
<td>$1,695,653</td>
<td>$1,872,138</td>
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</table>

### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$60,570</td>
<td>$43,181</td>
<td>$42,839</td>
<td>$44,113</td>
<td>$44,437</td>
<td>$52,674</td>
<td>$61,063</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$73,473</td>
<td>$73,900</td>
<td>$74,395</td>
<td>$75,846</td>
<td>$77,162</td>
<td>$85,644</td>
<td>$96,304</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$155,342</td>
<td>$160,003</td>
<td>$164,802</td>
<td>$169,746</td>
<td>$174,839</td>
<td>$202,886</td>
<td>$234,069</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$107,512</td>
<td>$110,367</td>
<td>$113,678</td>
<td>$117,088</td>
<td>$120,601</td>
<td>$139,809</td>
<td>$162,077</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$23,560</td>
<td>$22,207</td>
<td>$23,873</td>
<td>$25,595</td>
<td>$24,266</td>
<td>$28,181</td>
<td>$32,611</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$139,799</td>
<td>$149,933</td>
<td>$148,313</td>
<td>$152,763</td>
<td>$157,845</td>
<td>$182,406</td>
<td>$211,659</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$46,866</td>
<td>$46,272</td>
<td>$49,720</td>
<td>$51,212</td>
<td>$52,748</td>
<td>$61,150</td>
<td>$70,899</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$101,908</td>
<td>$104,965</td>
<td>$108,114</td>
<td>$113,358</td>
<td>$114,698</td>
<td>$132,967</td>
<td>$154,145</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$36,500</td>
<td>$37,595</td>
<td>$38,723</td>
<td>$39,885</td>
<td>$41,081</td>
<td>$47,624</td>
<td>$55,210</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$33,190</td>
<td>$34,186</td>
<td>$35,211</td>
<td>$36,268</td>
<td>$37,356</td>
<td>$43,905</td>
<td>$50,203</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$784,158</td>
<td>$779,068</td>
<td>$798,621</td>
<td>$823,856</td>
<td>$845,793</td>
<td>$976,166</td>
<td>$1,126,690</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td>$664,688</td>
<td>$671,196</td>
<td>$679,547</td>
<td>$669,810</td>
<td>$691,424</td>
<td>$719,677</td>
<td>$740,208</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
<td>$577,348</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$87,340</td>
<td>$93,807</td>
<td>$105,199</td>
<td>$106,507</td>
<td>$112,724</td>
<td>$142,139</td>
<td>$167,860</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$87,340</td>
<td>$181,148</td>
<td>$283,346</td>
<td>$387,853</td>
<td>$500,578</td>
<td>$1,137,735</td>
<td>$1,191,231</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.10</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.20</td>
<td>1.25</td>
<td>1.29</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below, we certify 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 $11.86/2 relating to financial feasibility.)

**Signature, Authorized Representative, Construction or Permanent Lender**

Jeffrey L. Rogers  
214-207-7030  
Printed Name  
2-27-15  
Email: rogers@doughertymarkets.com  
Date

**Signature, Authorized Representative, Syndicater**

Printed Name  
Date
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro formas 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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,498,848</td>
<td>$1,528,825</td>
<td>$1,559,401</td>
<td>$1,590,589</td>
<td>$1,622,041</td>
<td>$1,791,262</td>
<td>$1,977,698</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$5,040</td>
<td>$5,741</td>
<td>$6,465</td>
<td>$7,185</td>
<td>$7,928</td>
<td>$8,676</td>
<td>$9,435</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,503,888</td>
<td>$1,564,566</td>
<td>$1,596,897</td>
<td>$1,627,747</td>
<td>$1,660,160</td>
<td>$1,833,188</td>
<td>$2,023,593</td>
</tr>
<tr>
<td>Total</td>
<td>$1,388,846</td>
<td>$1,447,223</td>
<td>$1,477,168</td>
<td>$1,503,284</td>
<td>$1,634,277</td>
<td>$1,805,300</td>
<td>$1,891,700</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$40,370</td>
<td>$41,581</td>
<td>$42,829</td>
<td>$44,113</td>
<td>$45,437</td>
<td>$52,674</td>
<td>$61,083</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$21,571</td>
<td>$22,800</td>
<td>$24,058</td>
<td>$25,367</td>
<td>$26,710</td>
<td>$34,014</td>
<td>$41,404</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$155,342</td>
<td>$160,002</td>
<td>$164,802</td>
<td>$169,746</td>
<td>$174,698</td>
<td>$200,684</td>
<td>$254,989</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$107,152</td>
<td>$110,387</td>
<td>$113,678</td>
<td>$117,088</td>
<td>$120,691</td>
<td>$139,809</td>
<td>$162,077</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,500</td>
<td>$22,207</td>
<td>$22,837</td>
<td>$23,559</td>
<td>$24,266</td>
<td>$28,131</td>
<td>$32,613</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$132,769</td>
<td>$145,989</td>
<td>$148,313</td>
<td>$152,762</td>
<td>$157,454</td>
<td>$182,406</td>
<td>$211,459</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$46,666</td>
<td>$48,272</td>
<td>$49,720</td>
<td>$51,232</td>
<td>$52,748</td>
<td>$61,150</td>
<td>$70,899</td>
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<tr>
<td>Property Tax</td>
<td>$101,008</td>
<td>$104,909</td>
<td>$108,114</td>
<td>$111,358</td>
<td>$114,698</td>
<td>$121,967</td>
<td>$154,145</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$36,500</td>
<td>$37,695</td>
<td>$38,732</td>
<td>$39,885</td>
<td>$41,031</td>
<td>$47,024</td>
<td>$55,210</td>
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<tr>
<td>Net Expenses</td>
<td>$33,150</td>
<td>$34,186</td>
<td>$35,211</td>
<td>$36,268</td>
<td>$37,156</td>
<td>$43,305</td>
<td>$50,209</td>
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<tr>
<td>TOTAL ALL ANNUAL EXPENSES</td>
<td>$734,158</td>
<td>$776,088</td>
<td>$799,621</td>
<td>$821,836</td>
<td>$845,733</td>
<td>$976,166</td>
<td>$1,126,930</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME                        | $664,688    | $671,155    | $677,147    | $683,855    | $700,073    | $719,487    | $745,208    |

### DEBT SERVICE

First Deed of Trust Annual Loan Payment
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**

Second Deed of Trust Annual Loan Payment
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**

Third Deed of Trust Annual Loan Payment
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**

Other Annual Required Payment
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**
- **$577,348**

### ANNUAL NET CASH FLOW

**$97,940**
- **$99,807**
- **$100,199**
- **$106,507**
- **$112,724**
- **$142,139**
- **$167,840**

### CUMULATIVE NET CASH FLOW

**$97,940**
- **$99,807**
- **$100,199**
- **$106,507**
- **$112,724**
- **$142,139**
- **$167,840**
- **$213,775**
- **$2,922,775**

### Debt Coverage Ratio

| 1.15 | 1.16 | 1.17 | 1.18 | 1.20 | 1.23 | 1.26 |

**Signature, Authorized Representative, Construction or Permanent Lender**

Dana Mayo

**Date**

February 28, 2018

**Phone:**

**Email:**

**Signature, Authorized Representative, Syndicator**

**Date**

**Printed Name**

**Printed Name**

By signing below (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 preliminary 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 $11.9K(e)(1) relating to Financial Feasibility)
February 27, 2018

Franklin Park Overlook, Ltd.
2160 Gathering Oak, Suite 101
San Antonio, TX 78260

Re: The Village at Overlook Parkway (TDHCA #18391)
146 Units under 221(d)(4) New Construction
Overlook Parkway and US 281North
San Antonio, TX 78260

Dear Franklin Park Overlook, Ltd.:

The undersigned has made application to Dougherty Mortgage LLC for a loan to develop the captioned proposed rental apartment project that would be inclusive of the construction stage for such project, and the permanent financing aspect on a long-term amortizing basis based upon the following terms and conditions.

1. LENDER: Dougherty Mortgage LLC
2. PROPOSED BORROWER: Franklin Park Overlook, Ltd.
3. GUARANTOR OF LOAN: Secretary of Housing and Urban Development
4. PROPERTY: The Village at Overlook Parkway
San Antonio, TX 78260
5. TERM/AMORTIZATION OF LOAN: 40 years, plus construction period
6. LOAN AMOUNT: $10,050,000 (First Lien-FHA 221d4)
   (Includes Construction and Permanent Loan)
7. **ANTICIPATED INTEREST RATE:**
   - Note Rate: 4.50% (Taxable)
   - MIP: 0.35%
   - Total: 4.85%

   Final Note Rate to be determined at the time of HUD Commitment Issuance based on market conditions of GNMA Securities at the time of Rate Lock.

8. **ANTICIPATED LOAN CONSTANT:**
   - 5.74475% (Including Non Amortizing MIP)

9. **DEBT COVERAGE RATIO:**
   - Minimum of 1.15x on all non cash flow loans

10. **MAXIMUM LOAN TO COST:**
    - 87%

11. **OPERATING EXPENSES:**
    - $754,158

12. **NET OPERATING INCOME:**
    - $664,688

13. **DEBT SERVICE:**
    - $577,348 (First Lien including MIP)

14. **RESERVES REQUIRED Include:**
    - ON-GOING ANNUAL: $36,500 ($250/Unit Minimum)
    - WORKING CAPITAL: $404,000 (4% OF Loan Amount)
    - OPERATING DEFICIT: $288,674

15. **INITIAL 1-15 YEAR DEBT COVERAGE RATIO:**
    - Project maintains a minimum 1.15x ratio throughout Years 1-15 shown on the attached pro forma estimates.

16. **ASSESSMENT OF FEASIBILITY:**
    - The attached 15-year pro forma was prepared by Franklin Park Overlook, Ltd. for The Village at Overlook Parkway located in San Antonio, TX. The pro forma is consistent with the unit rental assumptions, total operating expenses, net operating income, and debt service coverage based on Dougherty Mortgage LLC current underwriting parameters and consistent with the loan terms indicated is preliminarily considered feasible, pending further due diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.
Franklin Park Overlook, Ltd.
2/27/2018
Page 3
17. CREDIT WORTHINESS

Additionally, we have performed a preliminary review of the credit worthiness of Franklin Park Overlook, Ltd. and its Principals. At this time, Dougherty Mortgage LLC has no reservation with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

18. OTHER SOURCES OF FUNDS

It is acknowledged by the undersigned that other current sources of funds currently consist of $14,012,344 in tax credit equity from Hunt Capital Partners and a $500 Private Grant from the City of San Antonio.

Since the final loan amount and borrower approval is to be determined by HUD as the maximum principal amount HUD will insure, the foregoing indications of loan amount and borrower approval are subject to change.

Subject to Lender's obtaining from HUD a firm Commitment for Insurance of a Mortgage Loan, in an amount and reflecting such terms and conditions as are acceptable to Lender and to Proposed Borrower, and further subject to all terms, conditions and provisions stated herein, as executed below by Lender, this document evidences the agreement of the Lender to make a loan (the "Loan") to the Proposed Borrower, to be secured by a credit instrument and security instrument (the "Mortgage") covering real property with existing improvements thereon.

Although this document is subject to final underwriting of Dougherty Mortgage LLC and HUD, third party report verification of underwriting as well as receipt of an award of tax credits, it does represent the understanding of the parties as to the contemplated loan, and it is on the basis of this Term Letter as Proposed Lender, will proceed toward applying for a HUD commitment.

Unless otherwise agreed, there will be no personal liability for defaults in payment of interest and/or principal on the Loan.

Additional Provisions:

Documents are to be executed on such forms and are to contain such terms and provisions as Lender deems necessary or appropriate and as required by FHA.

This Term Letter and any related application or commitment issued by FHA are subject to current Regulations, policies and procedures of FHA and any changes thereto.

The Lender serves in no fiduciary capacity or relationship to Borrower and/or Mortgagor.
Franklin Park Overlook, Ltd.
2/27/2018
Page 4

This term letter will expire on September 30, 2018.

APPROVED AND ACCEPTED THIS 27th DAY OF February, 2018.

DOUGHERTY MORTGAGE LLC

Signature: [Signature]

Printed Name: Jeffrey L. Rogers, MAI, CCIM
Title: Senior Vice President
Date: February 27, 2018

Franklin Park Overlook, Ltd.

Signature: [Signature]

Printed Name: Ryan Wilson
Title: Authorized Rep
Date: 2-28-18
February 28, 2018

Ryan Wilson
Franklin Development Companies
21260 Gathering Oak, Suite101
San Antonio, TX 78260

Re: The Village at Overlook Parkway, a 146-unit affordable housing development to be located at US 281 North, San Antonio, Bexar County, Texas, and developed, constructed, owned and operated by Franklin Park Overlook, Ltd., a Texas limited liability company (the "Partnership"), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Wilson:

Thank you for providing Hunt Capital Partners, LLC ("HCP") the opportunity to present this Letter of Intent Agreement. The following sets forth our proposal of the basic business terms to be included in the Partnership by and between Hunt, or its designees as the Investor Limited Partner (the "Limited Partner" or "LP") and Franklin Park Overlook GP, LLC, a Texas limited liability company (the "General Partner" or "GP") regarding the Project.

Investment Entity: Franklin Park Overlook, Ltd., a Texas limited liability company (the "Partnership"), with Franklin Park Overlook GP, LLC as General Partner with a 0.005% ownership interest in the Partnership, Franklin Development Properties, Ltd as a Special Limited Partner with a 0.005% ownership in the Partnership and Hunt Capital Partners, LLC or its designated affiliate, as Limited Partner with a 99.99% ownership interest in the Partnership.

Tax Credits Available: $1,490,824 ("projected LIHTCs")
The LP is acquiring 99.99% of the partnership’s tax credits with annual housing credit allocation of $1,490,824.

Net Credit Price to Partnership: $0.94 (Federal LIHTC)

Net Capital Contribution: $14,012,344
Equity Proceeds Pay-In Schedule:

Based on the terms of this letter agreement and the information, projections, and assumptions you have provided to us, equity contributions will be made to the Partnership by the LP in the percentages set forth below:

1. 25% will be funded at (a) the Limited Partner's admission into the Partnership, (b) closing and initial funding of all of the construction financing for the Project, (c) receipt of the commitments for all of the permanent financing, and (d) receipt of the LIHTC allocation; such funds shall be used to fund hard and soft development costs.

2. 25% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraph (1), and (b) 50% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

3. 25% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1) and (2) and (b) 100% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

4. 20% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1), (2) and (3), (b) the issuance of final Municipal or County Occupancy Certificates, (c) receipt of the certification of qualified expenditures by an independent certified public accountant, (d) 90% qualified occupancy for three consecutive months ("Stabilized Operations"), and (e) funding of the Permanent Loan; such funds shall be used to fund initial operating deficit reserves and any remaining hard and soft costs.

5. 5% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1), (2), (3) and (4), (b) the issuance of all Treasury Forms 8609, and (c) receipt of the federal income tax return and K-1s for the Partnership; such funds shall be used to fund and any soft development costs.
Obligations of the General Partner and Guarantor(s):

**Operating Deficit Guaranty**: The GP and Guarantors will guarantee and agree to loan to the Partnership sufficient funds, for a period of 60 months following the date stabilized operations is achieved (the "Operating Deficit Guarantee Period"), to fund operating deficits.

**Development Completion Guaranty**: The GP and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Hunt Capital Partners, LLC, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; and (ii) to pay operating deficits prior to the conclusion of Project construction.

**Credit Adjusters**: The GPs will provide that, if in any year actual credits are less than Projected Credits, then LP shall be owed an amount necessary to preserve its anticipated return based on the Projected Credit.

The obligations of the GP shall be guaranteed by GP, Developer and its principals (the “Guarantors”).

**Asset Management Fee (AMF)**: $7,500 annually

**Syndicator Costs**: $60,000

**Developer Fee**: Of the total developer fee of $2,790,000 it is expected that $1,912,993 will be earned and paid and $877,007 will be deferred.

**Cash Flow Split**: Cash Flow to the Partnership shall be distributed as follows:

a. To the LP, to make any tax credit adjuster payment not previously made;

b. To the payment of any debts, excluding any unpaid Development Fee, owed to the Partners and/or their affiliates, until all such debts have been paid in full;

c. To the payment of the AMF plus all accrued AMF unpaid from prior years;
d. 100% to the payment of any unpaid Development Fee, until such fee has been paid in full;

e. The balance, 90% to the GP as an Incentive Property Management Fee and 10% to the partners in accordance with their ownership percentages.

All tax profits, losses, and credits from operations will be allocated 0.005% to the GP, 0.005% to the SLP and 99.99% to the LP.

**Residual Split:**

*From Refinancing or Sale.* Taxable profits and/or losses from a sale of the Property will be allocated among the Partners of the Partnership to adjust capital accounts as required by the Internal Revenue Code and in accordance with sale proceeds distributions.

Sale and Refinancing Proceeds will be distributed as follows:

a. Payment in full of all Partnership debts except those due to Partners and/or their affiliates;

b. To the LP, to make any tax credit adjuster payment not previously made;

c. To the payment of any debts owed to Partners and/or their affiliates until all such debts have been paid in full, and GP’s capital contribution;

d. The balance, 90% to the GP and 10% to the LP.

**Replacement Reserves:** $250/unit/year

**Other Terms and Conditions:**

1) Proof of award and allocation of LIHTC.

2) The GP must have a firm commitment for a fixed-rate permanent first mortgage with terms, conditions and a Lender acceptable to the Limited Partner. It is anticipated that the following construction and perm sources will be provided to the project:

   - A 40-year construction and permanent FHA loan in the amount of $10,050,000 at a 4.85% interest rate and a 40-year amortization
   - A $500 grant from the City of San Antonio
3) Receipt, review, and approval of market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount;

4) The Capital Contributions are determined on the projected credits delivered to Hunt based on the lease-up schedule provided to Hunt by the GP. Any changes in the timing of construction and/or lease-up may impact the timing and amounts of Capital Contributions.

5) Final Approval of the transaction by HCP’s Investment Committee and approval of the transaction yield and tax rate assumptions by HCP’s Investor.
In recognition of the time and expense to be spent by Hunt in evaluating this transaction prior to closing, the GP will deal exclusively with Hunt with respect to the transactions noted in this firm commitment letter until this firm commitment letter is terminated by either party. You hereby confirm that no other party presently has any right to acquire an interest in the Property or the Partnership.

Please execute and promptly return to us a copy of this commitment letter. The terms herein shall expire 10 business days after the date of this letter if your signed copy has not been received by us.

Sincerely,

Dana Mayo
Executive Vice President
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

Franklin Park Overlook GP, LLC

By: Ryan Wilson
Name: Ryan Wilson
Title: Assistant Rep

CC: Omar Chaudhry (Hunt Capital Partners)
    Bryce Tobias (Hunt Capital Partners)
February 15, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

RE: Commitment of Funding for The Village at Overlook Parkway, TDHCA #18086

Dear Mr. Irvine:

This letter is being provided by the City of San Antonio to the Texas Department of Housing and Community Affairs ("TDHCA") concerning the 2018 Competitive 9% Housing Tax Credit Program. This letter is intended to satisfy the requirements of the Section 11.9(d)(2) of the 2018 Qualified Allocation Plan, which states:

An Application may receive one (1) point for a commitment of Development funding from the city (if located in a city) or county in which the Development Site is located. The commitment of Development funding must be reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs. Documentation must include a letter from an official of the municipality, county, or other instrumentality with jurisdiction over the proposed Development stating they will provide a loan, grant, reduced fees or contribution of other value that equals $500 or more for Applications located in Urban subregions or $250 or more for Applications located in Rural subregions for the benefit of the Development. The letter must describe the value of the contribution, the form of the contribution, e.g. reduced fees or gap funding, and any caveats to delivering the contribution. Once a letter is submitted to the Department it may not be changed or withdrawn.

The City hereby commits the sum of Five Hundred and No/100 Dollars ($500.00) in gap funding to the above-identified development, said funding commitment being conditioned upon the development's successful award of 2018 Competitive 9% Housing Tax Credits by TDHCA. If the development does not receive the award of Housing Tax Credits, this commitment shall be void.

Regards,

Verónica R. Soto, AICP
Director, Neighborhood and Housing Services Department
Veronica.Soto@sanantonio.gov
210.207.6620
Tab 36
Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Self Score Total: 2

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:

   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

   Yes 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: 100.000%
   Cash flow from operations: 5.000%
   Developer Fee: 5.000%
   Total: 110.000%

   Yes 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.

   Yes 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

   X No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   X Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

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: 0

   Total Points Claimed: 2
Evidence of Experience

Our Casas Resident Council Inc was incorporated in 1990 to empower low-income housing residents through 1) training in self-management and self-governance, and 2) Promoting self-advocacy and self-sufficiency.

For the past 23 years, the organization has been dedicated to providing affordable housing services and homeownership opportunities to low and moderate income families in Bexar County.

Our Casas Resident Council is experienced in new affordable home building, first time home buying programs, housing counseling and multi-family projects.

Using this experience, Our Casas will participate in the initial planning of the proposed development, oversee the management of operations when completed, and monitor compliance throughout the affordability period.
June 26, 2018

Sharon Gamble
Texas Department of Housing & Community Affairs
221 E. 11th Street

Re: 18086 – 9% HTC Application Deficiency Notice

Ms. Gamble:

In response to your Notice of June 20, 2018, please find the following:

1. Opportunity Index: Provide evidence that Crossbridge Community Church provide regular and recurring substantive services available to the entire community without regard to affiliation or membership.

RESPONSE: See Exhibit A - E-mail from Crossbridge Community Church evidencing services for entire community without regard to affiliation or membership.

2. Sponsor Characteristics: The Application includes a statement of Our Casas Resident Council’s experience in the housing industry. Provide evidence of experience directly related to the housing industry, which may include experience with property management, construction, development, financing, or compliance.

RESPONSE: Our Casas Resident Council (OCRC) has gained a wide variety of experiences over a period of 27 years that will provide our organization with the capability needed to assist in managing this housing project. During the last savings and loan crisis, HUD repossessed many residential single family homes and resold some of these properties to organizations like ours at very reduced prices. OCRC bought approximately twenty HUD homes, rehabilitated them, and sold them to moderate and low-income residents. At this time, OCRC also received a six unit apartment building from the Federal Deposit Insurance Corporation as a donation. OCRC also rehabilitated this building and then rented all six units to moderate and low-income tenants. In 2002, OCRC acquired a 44 unit multi-family apartment complex with grants and loan from banks and the city and county financial corporations. OCRC rehabilitated and managed these apartments for a ten year period.
Our organization’s staff has learned how to manage apartment buildings by enrolling and completing property management classes offered by Neighbor Works. OCRC also gained additional knowledge on how to manage and finance this type of rental property by applying for and receiving grants from the City of San Antonio and the County’s financial corporations. Our organization also applied for and was granted loans from the San Antonio Housing Trust. The steps OCRC has taken to secure financing, learn complex management skills, and operate a multi-unit apartment complex have provided the organization with valuable experience in both property management finance and compliance in reporting all of the information required by the banks, city and county agencies, and the Internal Revenue Service. OCRC acquired the 44 unit Gillette Square Apartments at a cost of $2,000,000 from the Guaranty Federal Bank. The bank also provided OCRC with funds to rehabilitate the apartments. OCRC remodeled two apartments into a classroom equipped with desks, computers, printers, books, and videos that assisted in providing education to its residents and tutoring for their children. OCRC also provided assistance in the construction and development of the Wilshire Woods Apartments, a 325 unit multi-family housing complex. OCRC became a general partner of this complex and currently receives $4000/month as a partnership fee from its equity partners.

OCRC’s staff members gained additional experience through training in order to provide pre-purchase and foreclosure prevention. This included both staff training and securing grants to provide these services for moderate and low-income clients. OCRC received grants from Neighbor Works and the National Council of La Raza for training and grants to provide these services from National Community Reinvestment Coalition, Nueva Esperanza, and the Texas Department of Housing and Community Development. OCRC has been providing these services for the last 18 years.

During this same time period, OCRC has also worked as a housing developer to design, construct, and sell homes to moderate and low-income families. Our organization has designed, constructed, and sold over 40 homes while receiving grants and loans from HUD (CDBG and HOME) and loans from private banks and investors. OCRC has also acquired vacant lots, built and sold homes on these lots in order to raise more capital to build more homes. Through all of our work described above, OCRC has gained the experience required to successfully operate within the wider field of the housing industry which includes property management, new home construction and rehabilitation, property development, public and private financing, and compliance. The organization is required to meet all compliance standards through the record keeping and reports provided to all governmental and non-governmental agencies as dictated by the contracts OCRC has signed.
3. Sponsor Characteristics: The Application indicates that Our Casas Resident Council will materially participate in the in the Development and the operation of the Development throughout the Compliance Period. Provide a detailed narrative describing how that material participation will be achieved.

**RESPONSE:** OCRC will materially participate in the development and operation throughout the compliance period as it did with a previous multi-family development (Gillette Square Apartments) that our organization managed for ten years. As General Partner, OCRC will be responsible for initial planning and design of the proposed development. After construction, OCRC will oversee management and the operation of the property, including requirements of compliance. OCRC will also participate in the design of a crafts and computer center where it will instruct the senior residents how to make pottery and other handicrafts utilizing materials made from clay and other materials. It will provide computers to teach senior residents how to access information, search for services and/or instructions needed, and to use daily to improve their lives. OCRC will provide instructions needed in a classroom type setting or individual (one-on-one) tutoring as needed. During this period, OCRC will also provide guidance and advice to the residents to improve their housing situation and meet their responsibility or tenancy.

Please let us know if further information is needed,

Sincerely,

[Signature]

Edgar Sandoval
Authorized Representative
Tab 37
Applicant and Developer
Ownership Charts
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!
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

- Project Partnership
  Franklin Park Overlook, Ltd.
  A Texas Limited Partnership

- Investor Limited Partner
  TBD
  99.99%

- Special Limited Partner
  Franklin Development Properties,
  Ltd.,
  a Texas Limited Partnership
  .005%

- General Partner
  Franklin Park Overlook GP LLC
  A Texas Limited Liability Company
  .005%

- Sole Member
  Our Casas Resident Council, Inc.
  a Texas 501 c3 Non-profit Organization
  100%

- Officers/Directors
  Roman Pena, President / Chairman
  Angela Garcia, Vice President
  Henrietta F. LaGrange, Treasurer
  Richard Gonzalez, Secretary
  Laura Sosa, Board Member
  David Soto, Board Member

- Executive Director not included in Org Chart; Deficiency sent on 06/01/18 - pjr

- Aubra Franklin, Sole Member
  Aubra Franklin, Limited Partner
  99.99%

- FDLGP, LLC
  General Partner
  .01%
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

Project Partnership
Franklin Park Overlook, Ltd.
A Texas Limited Partnership

General Partner
Franklin Park Overlook GP LLC
A Texas Limited Liability Company
.005%

Sole Member
Our Casas Resident Council, Inc.
a Texas 501 c3 Non-profit Organization
100%

Investor Limited Partner
TBD
99.99%

Special Limited Partner
Franklin Development Properties, Ltd.,
a Texas Limited Partnership
.005%

FDLGP, LLC
General Partner
.01%

Aubra Franklin, Sole Member
100%

Aubra Franklin, Limited Partner
99.99%

Officers/Directors
Dario Chapa, Executive Director
Roman Pena, President / Chairman
Angela Garcia, Vice President
Henrietta F. LaGrange, Treasurer
Richard Gonzalez, Secretary
Laura Sosa, Board Member
David Soto, Board Member

in response to Deficiency, added to Application on 06/05/18 - pjr
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

Developer

Developer (5% of Fee)
Our Casas Resident Council, Inc.
A Texas 501 c3 Non-Profit Organization

Officer / Directors
Roman Pena, President / Chairman
Angela Garcia, Vice President
Henrietta F. LaGrange, Treasurer
Richard Gonzalez, Secretary
Laura Sosa, Board Member
David Soto, Board Member

Co-Developer (95% of Fee)
Franklin Development Properties, Ltd.
A Texas Limited Partnership

FDLGP, LLC, General Partner
0.01%

Aubra Franklin, Limited Partner 99.99%

Aubra Franklin - Sole Member

Executive Director not included in Org Chart; Deficiency sent on 06/01/18 - pjr
The Village at Overlook Parkway  
San Antonio, Texas  
Organizational Structure

**Developer**

**Developer (5% of Fee)**
- Our Casas Resident Council, Inc.
  - A Texas 501 c3 Non-Profit Organization

**Developer (95% of Fee)**
- Franklin Development Properties, Ltd.
  - A Texas Limited Partnership

**Officer / Directors**
- Dario Chapa, Executive Director
- Roman Pena, President / Chairman
- Angela Garcia, Vice President
- Henrietta F. LaGrange, Treasurer
- Richard Gonzalez, Secretary
- Laura Sosa, Board Member
- David Soto, Board Member

**Co-Developer (95% of Fee)**
- FDLGP, LLC, General Partner
  - .01%

**Aubra Franklin, Limited Partner 99.99%**

**Aubra Franklin - Sole Member**
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

Guarantor

Franklin Development Properties, Ltd.
A Texas limited Partnership

FDLGP, LLC, General Partner .01%
Aubra Franklin, Limited Partner 99.99%
Aubra Franklin - Sole Member
Tab 38
List of Organizations
and Principals
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)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Franklin Park Overlook, Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>21260 Gathering Oak, Ste. 101</td>
</tr>
<tr>
<td>City:</td>
<td>San Antonio</td>
</tr>
<tr>
<td>State:</td>
<td>Tx</td>
</tr>
<tr>
<td>Zip:</td>
<td>78260</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
<th>Franklin Park Overlook, Ltd.</th>
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</thead>
<tbody>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>10/21/2004</td>
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<tr>
<td>Legal Org is or will be:</td>
<td>Limited Partnership</td>
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<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>No</th>
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<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:edgar@franklinmgt.net">edgar@franklinmgt.net</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: | No |
| Ability to exercise Control over the Development? | Yes |

<table>
<thead>
<tr>
<th>List of Sub-Entities or Principals:</th>
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<tbody>
<tr>
<td>1. Our Casas Resident Council, Inc.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>2. Roman Pena</td>
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<tr>
<td>TDHCA Experience:</td>
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<td>3. Angela Garcia</td>
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<tr>
<td>TDHCA Experience:</td>
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<tr>
<td>4. Henrietta F. LaGrange</td>
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<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>5. Richard Gonzalez</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>6. Laura Sosa</td>
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<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Franklin Park Overlook GP LLC</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2300 W. Commerce St., Ste. 218</td>
</tr>
<tr>
<td>City:</td>
<td>San Antonio</td>
</tr>
<tr>
<td>State:</td>
<td>Tx</td>
</tr>
<tr>
<td>Zip:</td>
<td>78207</td>
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<tbody>
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<td>Date formed:</td>
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<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
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<thead>
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<tbody>
<tr>
<td>Phone:</td>
<td>2103542400</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
</tr>
</tbody>
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| Organization is identified on Org. Chart: | No |
| Ability to exercise Control over the Development? | Yes |

<table>
<thead>
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<th>List of Sub-Entities or Principals:</th>
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<tr>
<td>1. David Soto</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<td>4.</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<thead>
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<th>Franklin Park Overlook GP LLC - Continued</th>
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<td>Address:</td>
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<tr>
<td>State:</td>
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<td>Zip:</td>
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<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
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</thead>
<tbody>
<tr>
<td>Organization legally formed?</td>
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<tr>
<td>Date formed:</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
</tr>
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<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:edgar@franklinmgt.net">edgar@franklinmgt.net</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: | No |
| Ability to exercise Control over the Development? | Yes |

<table>
<thead>
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<th>List of Sub-Entities or Principals:</th>
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<tbody>
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<td>1.</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<tr>
<td>3.</td>
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<td>TDHCA Experience:</td>
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<tr>
<td>4.</td>
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<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Franklin Development Properties, Ltd.</th>
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<tbody>
<tr>
<td>Address:</td>
<td>21260 Gathering Oak, Ste. 101</td>
</tr>
<tr>
<td>City:</td>
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<tr>
<td>State:</td>
<td>Tx</td>
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<td>Zip:</td>
<td>78260</td>
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<th>Name(s) of Entities the Organization Owns or Controls:</th>
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<tbody>
<tr>
<td>Organization legally formed?</td>
</tr>
<tr>
<td>Date formed:</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
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<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Phone:</td>
<td>2104832413</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:edgar@franklinmgt.net">edgar@franklinmgt.net</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: | Yes |
| Ability to exercise Control over the Development? | Yes |

<table>
<thead>
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<th>List of Sub-Entities or Principals:</th>
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<tbody>
<tr>
<td>1. FDLGP, LLC</td>
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<td>TDHCA Experience:</td>
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<td>4.</td>
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<td>TDHCA Experience:</td>
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<td>5.</td>
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<td>TDHCA Experience:</td>
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<tr>
<td>6.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>
# 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)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Name: Franklin Park Overlook GP LLC</th>
<th>Role/Title: General Partner</th>
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<tbody>
<tr>
<td>Address: 2300 W. Commerce St., Ste. 218</td>
<td>City: San Antonio</td>
<td>State: Tx</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Franklin Park Overlook, Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: 1990</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: 210.354.2400</td>
<td>Email: <a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Our Casas Resident Council, Inc.**
   - TDHCA Experience: Yes
2. **Roman Pena**
   - TDHCA Experience: Yes
3. **Angela Garcia**
   - TDHCA Experience: Yes
4. **Richard Gonzalez**
   - TDHCA Experience: Yes
5. **Laura Sosa**
   - TDHCA Experience: Yes
6. **Dario Chapa**
   - TDHCA Experience: Yes

<table>
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<th>Org. 2</th>
<th>Organization Name: Our Casas Resident Council, Inc.</th>
<th>Role/Title: Sole Member GP</th>
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</thead>
<tbody>
<tr>
<td>Address: 2300 W. Commerce St., Ste 218</td>
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<td>State: Tx</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Franklin Park Overlook GP LLC</td>
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<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 1990</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 210.354.2400</td>
<td>Email: <a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Henrietta F. LaGrange**
2. **David Soto**
3. **Angela Garcia**
4. **Richard Gonzalez**
5. **Laura Sosa**
6. **Dario Chapa**

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Name: Our Casas Resident Council, Inc. (Continued)</th>
<th>Role/Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
<td>State: Tx</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed:</td>
<td>Legal Org is or will be:</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **David Soto**
2. **Angela Garcia**
3. **Richard Gonzalez**
4. **Laura Sosa**
5. **Dario Chapa**
6. **Our Casas Resident Council, Inc. (Continued)"
### Organization Legal Name: Franklin Development Properties, Ltd.

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>SLP/DEV/GUAR</th>
</tr>
</thead>
</table>

| Address: 21260 Gathering Oak, Ste. 101 | City: San Antonio | State: Tx | Zip: 78260 |

**Name(s) of Entities the Organization Owns or Controls:**

<table>
<thead>
<tr>
<th>Organization legally formed?</th>
<th>Yes</th>
<th>Date formed: 10/21/2004</th>
<th>Legal Org is or will be: Limited Partnership</th>
</tr>
</thead>
</table>

**Previous TDHCA Experience:**

| Yes | Phone: 2104832413 | Email: edgar@franklinmgmt.net |

| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

#### List of Sub-Entities or Principals:

1. **FDLG, LLC**
   - TDHCA Experience: Yes
2. **Aubra Franklin**
   - TDHCA Experience: Yes
3. **TDHCA Experience:**
4. **TDHCA Experience:**
5. **TDHCA Experience:**
6. **TDHCA Experience:**

### Organization Legal Name: FDLGP, LLC

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>GP - Franklin Dev</th>
</tr>
</thead>
</table>

| Address: 21260 Gathering Oak, Ste. 101 | City: San Antonio | State: Tx | Zip: 78260 |

**Name(s) of Entities the Organization Owns or Controls:**

| Franklin Development Properties, Ltd. |

<table>
<thead>
<tr>
<th>Organization legally formed?</th>
<th>Yes</th>
<th>Date formed: 10/21/2004</th>
<th>Legal Org is or will be: Limited Liability Company</th>
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**Previous TDHCA Experience:**

| Yes | Phone: 2104832413 | Email: edgar@franklinmgmt.net |

| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

#### List of Sub-Entities or Principals:

1. **Aubra Franklin**
   - TDHCA Experience: Yes
2. **TDHCA Experience:**
3. **TDHCA Experience:**
4. **TDHCA Experience:**
5. **TDHCA Experience:**
6. **TDHCA Experience:**

### Organization Legal Name: Franklin Development Properties, Ltd.

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<thead>
<tr>
<th>Role/Title</th>
<th>SLP/DEV/GUAR</th>
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| Address: | City: | State: | Zip: |

**Name(s) of Entities the Organization Owns or Controls:**

<table>
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<th>Date formed:</th>
<th>Legal Org is or will be:</th>
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</table>

**Previous TDHCA Experience:**

<table>
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<tr>
<th>Phone:</th>
<th>Email:</th>
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</table>

| Organization is identified on Org. Chart: | Ability to exercise Control over the Development? |

#### List of Sub-Entities or Principals:

1. **TDHCA Experience:**
2. **TDHCA Experience:**
3. **TDHCA Experience:**

### Organization Legal Name: Franklin Development Properties, Ltd.

<table>
<thead>
<tr>
<th>Role/Title</th>
<th>SLP/DEV/GUAR</th>
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| Address: | City: | State: | Zip: |

**Name(s) of Entities the Organization Owns or Controls:**

<table>
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<tr>
<th>Organization legally formed?</th>
<th>Date formed:</th>
<th>Legal Org is or will be:</th>
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</table>

**Previous TDHCA Experience:**

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Email:</th>
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</table>

| Organization is identified on Org. Chart: | Ability to exercise Control over the Development? |

#### List of Sub-Entities or Principals:

1. **TDHCA Experience:**
2. **TDHCA Experience:**
3. **TDHCA Experience:**
4. **TDHCA Experience:**
5. **TDHCA Experience:**
6. **TDHCA Experience:**

Tab 39

Previous Participation Form
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Franklin Park Overlook, Ltd. / Ownership Entity
Email Address: edgar@franklinmgt.net
City & State of Home Addr: San Antonio, Texas
Applicant Legal Name: Franklin Park Overlook, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
</table>

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.

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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
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<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
## 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:**  
Franklin Park Overlook GP LLC/ General Partner of Ownership Entity

**Email Address:**  
edgar@franklinmgmt.net

**City & State of Home Addr:**  
San Antonio, Texas

**Applicant Legal Name:**  
Franklin Park Overlook, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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Person/Role: Our Casas Resident Council, Inc.
Email Address: Ourcasas@stltc.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

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Previous Participation form added for Executive Director of Nonprofit, in response to Deficiency sent on 06/01/2018; added to Application on 06/05/18 - pjr

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| Person/Role: | Dario Chapa - Executive Director |
| Email Address: | Ourcasas@stlc.net |
| City & State of Home Addr: | San Antonio, Texas 78207 |
| Applicant Legal Name: | Franklin Park Overlook, Ltd. |

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Person/Role: Roman Pena
Email Address: Ourcasas@stlc.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

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Person/Role: Angela Garcia
Email Address: Ourcasas@stlc.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

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Person/Role: Henrietta F. LaGrange
Email Address: Ourcasas@stlc.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

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Person/Role: Laura Sosa
Email Address: Ourcasas@stlc.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

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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: Richard Gonzalez
Email Address: Ourcasas@stic.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   - [ ] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>03441</td>
<td>Primrose at Monticello Park</td>
<td>San Antonio</td>
<td>HTC / Bond</td>
<td>Nov-03</td>
<td>Jan-09</td>
</tr>
</tbody>
</table>

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.

   - [x] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
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<td></td>
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</tr>
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<td>HOME:</td>
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<tr>
<td>AYBR</td>
<td></td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
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Previous Participation Form

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Person/Role: Franklin Development Properties, Ltd. / FDLGP, LLC - Developer

Email Address: afranklin@franklinddevelopment.net

City & State of Home Addr: San Antonio, Texas

Applicant Legal Name: Franklin Park Overlook, Ltd

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<th>Program</th>
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</tr>
</thead>
<tbody>
<tr>
<td>8190</td>
<td>Sutton Oaks</td>
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<td>Apr-49</td>
</tr>
<tr>
<td>8401</td>
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<td>LIHTC</td>
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<td>Jan-38</td>
</tr>
<tr>
<td>60417</td>
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<td>San Antonio</td>
<td>LIHTC</td>
<td>Nov-06</td>
<td>Nov-21</td>
</tr>
<tr>
<td>60409</td>
<td>Artisan at Mission Creek</td>
<td>San Antonio</td>
<td>LIHTC</td>
<td>May-06</td>
<td>May-21</td>
</tr>
<tr>
<td>4448</td>
<td>Artisan at Willow Springs</td>
<td>San Antonio</td>
<td>LIHTC</td>
<td>Sep-04</td>
<td>Sep-19</td>
</tr>
<tr>
<td>3463</td>
<td>Artisan at Rush Creek</td>
<td>Arlington</td>
<td>LIHTC</td>
<td>Jan-04</td>
<td>Jan-19</td>
</tr>
<tr>
<td>2471</td>
<td>Rancho Sierra</td>
<td>San Antonio</td>
<td>LIHTC</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>3176</td>
<td>Artisan at Salado Creek</td>
<td>San Antonio</td>
<td>LIHTC</td>
<td>Aug-03</td>
<td>Aug-11</td>
</tr>
<tr>
<td>4992</td>
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<td>LIHTC</td>
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<td>Nov-19</td>
</tr>
<tr>
<td>3434</td>
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<td>Dallas</td>
<td>LIHTC</td>
<td>Nov-03</td>
<td>Nov-19</td>
</tr>
<tr>
<td>12004</td>
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<td>San Antonio</td>
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<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>10014</td>
<td>Artisan at Port Isabel</td>
<td>Port Isabel</td>
<td>LIHTC</td>
<td>n/a</td>
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</tr>
<tr>
<td>15134</td>
<td>Artisan at Judson</td>
<td>San Antonio</td>
<td>LIHTC</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

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.

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</tr>
<tr>
<td>HOME:</td>
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<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
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<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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Person/Role: Aubra Franklin / Special Limited Partner
Email Address: afranklin@franklindevelopment.net
City & State of Home Addr: San Antonio, Texas
Applicant Legal Name: Franklin Park Overlook, Ltd

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD, and BOND) that you have controlled at any time.

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<td>The Park at Sutton Oaks</td>
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<td>Feb-11</td>
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</tr>
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<td>Artisan at Port Isabel</td>
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The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
Tab 40

Nonprofit Participation
### Nonprofit Participation

#### # Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

#### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Our Casas Resident Council, Inc.</th>
</tr>
</thead>
</table>

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? | Yes |

If no to the question above, what is its current legal status? | 06/01/18 - pjr |

If "Other" please specify: | |

Date of legal formation of Nonprofit Organization: | 1990 |

1. Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? | Yes |

   If "Yes", will this nonprofit organization Control the Applicant? | Yes |

   What is the ownership percentage of this nonprofit organization? | 0.05% |

2. Describe the nonprofit’s participation: | Sole Member of General Partnership Interest |

3. Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period: | Perform Ownership functions and help manage day-to-day activities of the Owner |

4. Will the nonprofit receive part of the development fees paid in connection with the development? | Yes |

   If "Yes," explain: | 5% of Development fee |

Incorrection %; Deficiency issued on 06/01/18 - pjr
Ownership percentage of nonprofit corrected through Deficiency; added to Application on 06/05/18
- pjir
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roman Pena</td>
<td>President / Chairman</td>
<td>514 W. Commerce</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78207</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(210) 367-3883</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Angela Garcia</td>
<td>Vice President</td>
<td>2371 Mistletoe</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78228</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(210) 216-2444</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Henrietta F. LaGrange</td>
<td>Treasurer</td>
<td>2535 W. Mulberry Ave.</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78228</td>
</tr>
<tr>
<td></td>
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<td>(210) 279-5995</td>
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</tr>
<tr>
<td>Richard Gonzalez</td>
<td>Secretary</td>
<td>4406 Jesse Bowman St.</td>
<td>San Antonio</td>
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</tr>
<tr>
<td></td>
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<td>(210) 412-3293</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Laura Sosa</td>
<td>Board Member</td>
<td>218 Lively</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78213</td>
</tr>
<tr>
<td></td>
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<td>(210) 355-2508</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>David Soto</td>
<td>Board Member</td>
<td>930 W. Kings Highway</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78201</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(210) 733-7581</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roman Pena</td>
<td>Business Owner</td>
<td><a href="mailto:roman.pena@yahoo.com">roman.pena@yahoo.com</a></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Laura Sosa</td>
<td>Community Activist</td>
<td><a href="mailto:laurajsosa64@yahoo.com">laurajsosa64@yahoo.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Soto</td>
<td>Retired Firefighter</td>
<td><a href="mailto:davidsotojp2@yahoo.com">davidsotojp2@yahoo.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roman Pena</td>
<td>Resident</td>
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<tr>
<td>Angela Garcia</td>
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<tr>
<td>Richard Gonzalez</td>
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<tr>
<td>Henrietta F. LaGrange</td>
<td>Advisor for Texas LULAC</td>
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</table>

**LIST OF THE NONPROFIT ORGANIZATION’S BOARD MEMBERS, DIRECTORS AND OFFICERS**
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
</tr>
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<tbody>
<tr>
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<td><a href="mailto:roman.pena@yahoo.com">roman.pena@yahoo.com</a></td>
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<td>Resident</td>
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<td><a href="mailto:davidssotojp2@yahoo.com">davidssotojp2@yahoo.com</a></td>
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</tr>
<tr>
<td>Dario Chapa</td>
<td>Executive Director</td>
<td>2300 W. Commerce, Ste. 218</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78207</td>
<td>(210) 354-2400</td>
<td></td>
<td><a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
<td>Executive Director</td>
</tr>
</tbody>
</table>
Tab 41

Nonprofit Supporting Documentation
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete 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)
Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Bobby E. Scott
District Director
May 4, 1992

Robert Martinez  
Our Casas Resident Council, Inc.  
3006 Guadalupe  
San Antonio, Texas 78207

Dear Mr. Martinez:

We have determined that Our Casas Resident Council, Incorporated, Taxpayer No. 1-74-2585308-6, qualifies for exemption from state franchise tax and state sales tax. In the event that we have reason to believe that it no longer qualifies for the exemptions, we will notify the registered agent that the exempt status is under review. The franchise tax exemption as a 501(c)(3) organization is effective August 7, 1990.

This corporation also qualifies for exemption from the state and local sales taxes effective the date of this letter as a 501(c)(3) organization. It may now issue an exemption certificate in lieu of the sales tax on taxable items if they relate to the purpose of the exempt organization and are not used for the personal benefit of a private stockholder or individual. The certificate does not require a number to be valid and may be reproduced in any quantity.

If the organization changes its name, Registered Agent or address, it is required to notify the Secretary of State.

If you have questions regarding this matter, please write or call the Exempt Organizations Section at 1-800-531-5441, extension 3-4142. For general tax information, call toll free at 1-800-252-5555. The regular number is 512/463-4600.

Sincerely,

[Signature]

Stefanie B. Medack  
Exempt Organizations

SBM/sm74
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
221 East 11th Street  
Austin, Texas 78711-3941

Re: The Village at Overlook Parkway  
Overlook Parkway and US 281 N., San Antonio, Texas 78260

Ladies and Gentleman:

Franklin Park Overlook, Ltd. is a limited partnership, is the Applicant. Our Casas Resident Council, Incorporated, a Texas non-profit corporation, is the Sole Member of the General Partner of the Applicant. We have been asked to render our legal opinion to meet the requirements of Tex. Gov't Code 2306.6706 and 10 TAC Section 10.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the "Department") so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Tex. Gov. Code Section 2306.6706(b) for a housing tax credit allocation from the nonprofit set-aside.

In rendering our opinion, we have reviewed the Certificate of Formation and Bylaws of Our Casas Resident Council, Incorporated, the managing general partner of the Applicant. The Applicant is 501(c)(3) exempt with Internal Revenue Service. We have also examined the records of Our Casas Resident Council, Incorporated to determine whether or not there exists any identity of interest between Our Casas Resident Council, Incorporated and any for-profit sponsors of the above-referenced development agreement, and such other documents instruments, and writings as we deemed necessary or advisable to enable us to render this opinion. We have assumed and relied upon the genuineness of all certifications and have not reason to question them. The review of all such documents, individually collectively, forms the basis for our opinion. Based upon the foregoing, it is our opinion that:

1. Our Casas Resident Council, Incorporated is not affiliated with or Controlled (within the meaning of 10 TAC Section 10.3(a)(27)) by a for-profit organization with respect to the Development.

2. Our Casas Resident Council, Incorporated is a "Qualified Non-profit Organization" within the meaning of Section 2306.6706 and Section 42(h)(5) of the Internal Revenue Code.

3. Our Casas Resident Council, Incorporated is an organization described in paragraph (3) of Section 501(e), is exempt from taxation under 501(a) of the Internal Revenue Code. Our Casas Resident Council, Incorporated is the sole managing general partner of the Applicant.
(4) Our Casas Resident Council, Incorporated is an organization which specifically has the providing of low-income housing as one of its tax exempt purposes and the development and operation of the Development as low income housing is a legal purpose of the Applicant.

(5) Franklin Park Overlook, Ltd. is eligible for housing tax credit allocation from a set-aside reserved for use of qualified nonprofit organizations.

(6) Franklin Park Overlook, Ltd will have the managing general partner or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary meeting the requirements of Section 2306.6706 and Section 2306.6729 of the Texas Government Code and Section 42(h)(5) of the Internal Revenue Code be the Developer or co-Developer as evidenced in the development agreement.

(7) Our Casas Resident Council, Incorporated prohibits any member of its board of directors, other than the Chief Staff Member, serving concurrently as a member of the board, from receiving material compensation for service on the Board.

(8) Our Casas Resident Council, Incorporated has the ability to do business as a nonprofit in Texas.

Sincerely,

ROBERT W. WILSON, ESQ.

:ttww
cc: Dario Chapa
    Executive Director of Our Casas Resident Council, Incorporated
OUR CASAS RESIDENT COUNCIL, INC.

FINANCIAL STATEMENTS AS OF JUNE 30, 2017

TOGETHER WITH

INDEPENDENT AUDITOR'S REPORT

RICHARD M. BURRIOLA
A PROFESSIONAL CORPORATION
Certified Public Accountant
INDEPENDENT AUDITOR’S REPORT

To the Board of Directors of
Our Casas Resident Council, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Our Casas Resident Council, Inc. (a nonprofit corporation), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and 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.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 auditor’s 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 auditor considers 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 Our Casas Resident Council, Inc. as of June 30, 2017 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

San Antonio, Texas
November 21, 2017
OUR CASAS RESIDENT COUNCIL, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2017

ASSETS

ASSETS:
Cash $ 95,245
Inventory of land lots 104,929
Investments in partnerships 173,487
Mortgage notes receivable (net of allowance) 58,413
Accrued interest (net of allowance) 188
Deposits 1,087
Construction in progress 7,695
Office equipment 16,186
Accumulated depreciation (16,186)

Total assets $ 441,044

LIABILITIES

LIABILITIES:
Accounts payable -- trade $ 7,054
Accrued payroll taxes 375
Accrued interest 16,862
Notes payable 108,639

Total liabilities 132,930

NET ASSETS:
Unrestricted 308,114
Temporarily restricted

Total net assets 308,114

Total liabilities and net assets $ 441,044

See independent auditor's report and notes to financial statements.
OUR CASAS RESIDENT COUNCIL, INC.

Statement of Activities

Year Ended June 30, 2017

<table>
<thead>
<tr>
<th>Support and Revenue:</th>
<th>Unrestricted</th>
<th>Temporarily Restricted</th>
<th>Total All Funds (Memo Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributions and grants</td>
<td>$ 89,186</td>
<td>$ -</td>
<td>$ 89,186</td>
</tr>
<tr>
<td>Fundraising</td>
<td>4,900</td>
<td>-</td>
<td>4,900</td>
</tr>
<tr>
<td>Forgiveness of debt</td>
<td>40,262</td>
<td>-</td>
<td>40,262</td>
</tr>
<tr>
<td>Bad debt recovery</td>
<td>2,456</td>
<td>-</td>
<td>2,456</td>
</tr>
<tr>
<td>Federal grants</td>
<td>69,891</td>
<td>-</td>
<td>69,891</td>
</tr>
<tr>
<td>Interest income</td>
<td>3,452</td>
<td>-</td>
<td>3,452</td>
</tr>
<tr>
<td>Loss from investment in partnerships</td>
<td>(691)</td>
<td>-</td>
<td>(691)</td>
</tr>
<tr>
<td>Total support and revenue</td>
<td>209,456</td>
<td>-</td>
<td>209,456</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses and Losses:</th>
<th>Unrestricted</th>
<th>Temporarily Restricted</th>
<th>Total All Funds (Memo Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program services</td>
<td>128,978</td>
<td>-</td>
<td>128,978</td>
</tr>
<tr>
<td>General and administrative</td>
<td>14,332</td>
<td>-</td>
<td>14,332</td>
</tr>
<tr>
<td>Total expenses</td>
<td>143,310</td>
<td>-</td>
<td>143,310</td>
</tr>
</tbody>
</table>

Changes in net assets          | 66,146       | -                      | 66,146                      |

Net assets, beginning          | 241,968      | -                      | 241,968                     |

Net assets, end of year        | $ 308,114    | $ -                    | $ 308,114                   |

See independent auditor’s report and notes to financial statements.
OUR CASAS RESIDENT COUNCIL, INC.

Statement of Functional Expenses

Year Ended June 30, 2017

<table>
<thead>
<tr>
<th></th>
<th>Program Services</th>
<th>General and Administrative</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and benefits</td>
<td>$ 53,461</td>
<td>$ 5,940</td>
<td>$ 59,401</td>
</tr>
<tr>
<td>Contract labor</td>
<td>13,046</td>
<td>1,450</td>
<td>14,496</td>
</tr>
<tr>
<td>Advertising</td>
<td>224</td>
<td>25</td>
<td>249</td>
</tr>
<tr>
<td>Occupancy</td>
<td>12,112</td>
<td>1,346</td>
<td>13,458</td>
</tr>
<tr>
<td>Professional fees</td>
<td>9,202</td>
<td>1,023</td>
<td>10,225</td>
</tr>
<tr>
<td>Interest expense</td>
<td>1,126</td>
<td>125</td>
<td>1,251</td>
</tr>
<tr>
<td>Utilities</td>
<td>4,261</td>
<td>473</td>
<td>4,734</td>
</tr>
<tr>
<td>Insurance</td>
<td>1,900</td>
<td>211</td>
<td>2,111</td>
</tr>
<tr>
<td>Repair and maintenance</td>
<td>5,644</td>
<td>627</td>
<td>6,271</td>
</tr>
<tr>
<td>Real estate taxes</td>
<td>3,082</td>
<td>343</td>
<td>3,425</td>
</tr>
<tr>
<td>Travel</td>
<td>7,228</td>
<td>803</td>
<td>8,031</td>
</tr>
<tr>
<td>Office expense and supplies</td>
<td>16,702</td>
<td>1,856</td>
<td>18,558</td>
</tr>
<tr>
<td>Fundraising expenses</td>
<td>990</td>
<td>110</td>
<td>1,100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 128,978</strong></td>
<td><strong>$ 14,332</strong></td>
<td><strong>$ 143,310</strong></td>
</tr>
</tbody>
</table>

See independent auditor's report and notes to financial statements.
OUR CASAS RESIDENT COUNCIL, INC.

Statement of Cash Flows

For the year ended June 30, 2017

Cash flows from operating activities:

Change in net assets $ 66,146

Adjustments to reconcile change in net assets to cash provided by operating activities:
- Depreciation
- (Increase) decrease in receivables, inventory, accrued interest, & construction in progress (4,538)
- (Increase) decrease inventory (27,093)
- (Increase) decrease in partnerships 691
- Increase (decrease) in accounts payable, taxes, & interest (6,721)

Net cash provided by operating activities 28,485

Cash flows from investing activities:
- Purchase of fixed assets

Net cash provided (used) by investing activities

Cash flows from financing activities:
- Cash advanced on debt 3,806

Net cash provided (used) by financing activities 3,806

Net increase in cash and cash equivalents 32,291

Cash and cash equivalents, beginning of year 62,954

Cash and cash equivalents, end of year $ 95,245

Income taxes paid during the period ended June 30, 2017 None

Interest paid during the periods ended June 30, 2017 $ 1,251

See independent auditor's report and notes to financial statements.
Our Casas Resident Council, Inc.

Notes to Financial Statements

       June 30, 2017

1. Nature of Activities and Significant Accounting Policies

Nature of Activities
The purpose of the Council is the empowerment of low-income housing residents through (1) conduction of training in self-management and self-governance, (2) promotion of self-advocacy and self-sufficiency, and (3) participation in the acquisition of homes for rehabbing and selling and/or renting to low income residents in order to make the empowerment of low-income housing residents a reality. The Council owns and operated an apartment complex and constructs single family homes in the Bexar County area.

The Council is a community housing development organization and has complied with the terms and conditions of the exemption under Section 11.182 of the Texas property tax code. The Council is an exempt Council for federal income tax purposes under Section 501(C)(3) of the Internal Revenue Code. The Organization's Form 990, Return of Organization Exempt from Income Tax, for the years 2014, 2015 and 2016 are subject to examination by the IRS, generally for three years after they are filed.

Financial Statement Presentation
The Council has utilized Statement of Financial Accounting Standards (SFAS) No. 117, “Financial Statements for Not for Profit Councils”. Under SFAS No. 117, the Council is required to report information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a Statement of Cash Flows.

Furniture and Equipment and Depreciation
Fixed assets acquired by the Council are considered to be owned by the Council. However, government grant funding sources may maintain equitable interest in the property purchased with grant monies as well as the right to determine the use of any proceeds from the sale of these assets. The grantors have a reversionary interest in those assets purchased with its funds. The net fixed asset balance has been recorded as a separate component in unrestricted net assets.

All expenditures over $1,000 for furniture and equipment are capitalized and carried at cost. Donated equipment is also capitalized if over $1,000 at estimated fair market value at the time of donation. Depreciation is provided over 5 to 40 years estimated useful lives of the assets on a straight-line basis. Depreciation expense for the year was $0.
Nature of Activities and Significant Accounting Policies (continued)

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses
The costs of providing the Council's various programs and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Cash Equivalents
For purposes of the statement of cash flows, the Council considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Contributions
The Council utilizes Statement of Financial Accounting Standards (SFAS) No. 116. Accounting for Contributions Received and Contributions Made. In accordance with SFAS No. 116, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Donated Materials and Services
Donated materials and supplies exceeding $1,000 in value are recorded as contributions at their estimated fair market value at the time of donation. Donated services are not recorded in as much as no objective basis is available to measure the value of such services. However, a substantial number of volunteers have donated significant portions of their non-specialized time to the Council.

2. Federal and State Financial Assistance
The Council has been awarded grants to provide counseling services to clients. The grants are considered to be exchange transactions. Accordingly, revenue is recognized when earned and expenses are recognized as incurred. Grant activity for the year is recorded in the statement of activities.
3. **Mortgage Receivable and Land Lots**
The Council received grant funds from Bexar County to purchase land lots to construct single family homes for qualifying individuals. Homes are constructed on lots and the Council collects mortgage payments on sold homes. Management's opinion is the mortgage receivable are collectible and the recorded allowance for uncollectible is reasonably stated.

4. **Fair Values of Financial Instruments**
The Council's financial instruments, none of which are held for trading purposes, include cash, mortgage receivables, and accounts payable. The Council estimates that the fair value of all financial instruments at June 30, 2017, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying statement of financial position. The estimated fair value amounts have been determined by the Council using available market information and appropriate valuation methodologies. Considerable judgment is necessarily required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Council could realize in a current market exchange.

5. **Concentration of Credit Risk**
The Council's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and mortgage receivables. The Council places its cash with high credit quality financial institutions. At times, such cash balances may exceed the FDIC insurance limit.

6. **Investment in partnerships**
The council also has a 45% limited partnership interest in W.W. San Antonio Investment LP and a 100% interest in WWSA investors LC, which is the 1% general partner of W.W. San Antonio Investments LP. The council's capital account in this investment is $173,487 at June 30, 2017. The investment is accounted for under the equity method.

7. **Subsequent Events**
Subsequent events were evaluated through November 21, 2017 which is the date the financial statements were available to be issued.

8. **Construction in progress**
At year end the council has construction in progress on two residential properties in the San Antonio, Texas area.
9. **Notes Payable**
Notes payable as of June 30, 2017 are as follows:

Note payable to New Opportunities, Inc. dated October 13, 2009, bearing an interest rate of 18%. The note has a maturity date of October 1, 2012, currently due and secured by land $19,503

Note payable to City of San Antonio bearing interest of 0%, secured by residential properties under construction, due upon sale of properties. 9,136

Note payable to H. Calderon bearing interest of 0%, secured by residential property, due upon sale of property. 80,000

Notes payable $108,639

Future minimum payments as of June 30, 2017

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$101,736</td>
</tr>
<tr>
<td>2019</td>
<td>6,903</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$108,639</strong></td>
</tr>
</tbody>
</table>

During the year the council was forgiven for $35,320 on its note payable to Accion of Texas based on a loan settlement entered into in 2016. During the year the IRS forgave $4,942 in assessed penalties.

10. **Office Lease**
The council leases its office facilities under an operating lease. A total of $13,458 was paid under this operating lease during the year. The following is a schedule of future minimum lease payments required under this lease:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$15,264</td>
</tr>
<tr>
<td>2019</td>
<td>6,360</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$21,624</strong></td>
</tr>
</tbody>
</table>
2/15/2018

Texas Department of Housing & Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: Our Casas Resident Council, Inc
Certification of Residence

To whom it may concern:

Per this letter, I hereby certify that a majority of the Board Members of Our Casas Resident Council, Inc. reside within 90 miles of the proposed development – The Village at Overlook Parkway.

Sincerely,

[Signature]

Our Casas Resident Council, Inc, Executive Director
Tab 42

Development 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:

<table>
<thead>
<tr>
<th>Franklin Development Properties, Ltd</th>
<th>Ryan Wilson</th>
<th>(210) 408-3151</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Franklin Construction, Ltd.</th>
<th>Karl Wanke</th>
<th>(210) 408-3102</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

## Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Cost Estimator:

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Architect:

<table>
<thead>
<tr>
<th>Alamo Architects</th>
<th>Jim Bailey</th>
<th>(210) 227-2612</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td>Certified Texas HUB?</td>
</tr>
<tr>
<td>--------------</td>
<td>---------</td>
<td>----------------------</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pape-Dawson Engineers, Inc.</td>
<td>Chris Orem</td>
<td>(210) 375-9000</td>
</tr>
<tr>
<td><a href="mailto:Corem@pape-dawson.com">Corem@pape-dawson.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market Analyst:</td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
</tr>
<tr>
<td>Apartment MarketDate, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
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<tr>
<td>Attorney:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coats Rose</td>
<td>William Walter</td>
<td>(512) 684-3842</td>
</tr>
<tr>
<td><a href="mailto:Wwalter@coatsrose.com">Wwalter@coatsrose.com</a></td>
<td></td>
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<td>Accountant:</td>
<td></td>
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<tr>
<td>Novogradac</td>
<td>Kyle Zochert</td>
<td>(512) 349-3220</td>
</tr>
<tr>
<td><a href="mailto:Kyle.zochert@novoco.com">Kyle.zochert@novoco.com</a></td>
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### Property Manager:

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<tr>
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<tr>
<td>Luke Classen</td>
<td>(210) 694-2223</td>
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<tr>
<td><a href="mailto:lclassen@franklinmgt.net">lclassen@franklinmgt.net</a></td>
<td>27-0489912</td>
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**Certified Texas HUB?** No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
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</tr>
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<tbody>
<tr>
<td>Jeff Rogers</td>
<td>(214) 207-7030</td>
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<tr>
<td><a href="mailto:jrogers@doughertymarkets.com">jrogers@doughertymarkets.com</a></td>
<td>20-4273610</td>
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**Certified Texas HUB?** No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Bond Issuer:

<table>
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**Certified Texas HUB?** N/A

This is a direct or indirect, financial, or other interest with Applicant or other team members* N/A

### Syndicator:

<table>
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<th>Contact Name</th>
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<tr>
<td>Omar Chaudhry</td>
<td>(972) 803-3416</td>
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<tr>
<td><a href="mailto:omar.chaudhry@huntcompanies.com">omar.chaudhry@huntcompanies.com</a></td>
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**Certified Texas HUB?** No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

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<tr>
<td>Dario Chapa</td>
<td>(210) 354-2400</td>
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<tr>
<td><a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
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**Certified Texas HUB?** No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Supportive Services Provider:

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**Certified Texas HUB?** N/A

This is a direct or indirect, financial, or other interest with Applicant or other team members* N/A
### Title Company

<table>
<thead>
<tr>
<th>Presidio Title, LLC</th>
<th>Danita Sherrill</th>
<th>(210) 757-9605</th>
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### ESA Provider:

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<tr>
<th>Intec Integrated Testing &amp; Engineering</th>
<th>Randall Connell</th>
<th>(210) 525-9033</th>
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### PCA Provider:

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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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Development Team Members

Interest with Applicant

Aubra Franklin owns partnership interests in Franklin Development Properties, Ltd, Franklin Construction, Ltd and Franklin Apartment Management, Ltd.
Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

2-28-2018

[Printed Name]

[License Number and State]

[ Firm Name (If applicable)]
March 1, 2018

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: Artisan at Overlook - Section 504 of the Rehabilitation Act of 1973 and implementation at 24 C.F.R. Part 8

To whom it may concern,

This statement describes how the requirements Section 504 of the Rehabilitation Act of 1973 and implementation at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B.

(1) The total number of units for this development will be 146 units.
(2) The development will consist of a total of eighty-one type A-1 and A-2 units which are one-bedroom, one bath. There will be forty-five type B-1 units which are two-bedroom, two bath. The development will also consist of a total of twenty type B-2 one story, ground-level units which are two-bedroom, two bath.
(3) The development will contain five type A units that are fully accessible (81*5%=4.05 type A units required). The development will contain two type A units that are accessible to sight and hearing impaired (81*2%=1.62 type A units required). The development will contain three type B-1 units that are fully accessible (45*5%=2.25 type B-1 units required). The development will contain one type B-1 unit that is accessible to sight and hearing impaired (45*2%=0.90 type B-1 units required). The development will contain one type B-2 units that are fully accessible (20*5%=1.00 type B-2 units required). The development will contain one type B-2 unit that is accessible to sight and hearing impaired (20*2%=0.40 type B-2 units required). The total number of units scheduled to be fully accessible is nine (146*5%=7.3 units required). The total number of units scheduled to be fully accessible to sight and hearing impaired is four (146*2%=2.92 units required).
(4) The development will contain a total of nine fully handicap units within eight out of a total of fourteen buildings. The development will contain a total of four sight and hearing impaired units within four out of a total of fourteen buildings.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implementation 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.

Sincerely,

[Signature]

Jim Bailey, AIA
Associate, Principal
Alamo Architects
Tab 44

Experience Certificate
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.
October 4, 2016

Mr. Aubra Franklin
c/o Edgar Sandoval
21260 Gathering Oak, Suite 101
San Antonio, Texas 78260

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mr. Franklin:

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.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Tab 45
9% Applicant Credit Limit
Documentation and Certification
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**

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th></th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
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<tbody>
<tr>
<td>1.</td>
<td>Franklin Park Overlook, Ltd</td>
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<td>Franklin Park Overlook GP LLC</td>
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<td>3.</td>
<td>Our Casas Resident Council, Inc.</td>
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<td>4.</td>
<td>Roman Pena</td>
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<td>5.</td>
<td>Angela Garcia</td>
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<td>6.</td>
<td>Henrietta F. LaGrange</td>
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<td>7.</td>
<td>Richard Gonzalez</td>
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<td>8.</td>
<td>Laura Sosa</td>
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<td>David Soto</td>
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<td>11.</td>
<td>FDLGP, LLC</td>
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<td>12.</td>
<td>Aubra Franklin</td>
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</table>

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 I b. above.

By: ________________________________  
Signature of Applicant

Date: 2/4/18

Its: Authorized Representative


---

**Note:**
- Did not include executive director of nonprofit.
- Deficiency sent on 06/01/18 - pjr
Corrected Applicant Credit Limit Documentation with executive director of nonprofit now included; added to Application on 06/05/18 - pjr
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

<table>
<thead>
<tr>
<th>Name of Person or Entity</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>the Applicant</td>
<td>Entity that generally manages or controls the &quot;Applicant,&quot; i.e. General Partner, Managing Partner, etc.</td>
</tr>
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<td>a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant</td>
<td></td>
</tr>
<tr>
<td>a Developer for the Applicant for this specific Application</td>
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<td></td>
</tr>
<tr>
<td>a Guarantor on the Application</td>
<td></td>
</tr>
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</table>

Deficiency issued on 06/01/18 - pjr

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that Ryan Wilson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) | Printed Name | Date
<table>
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<tr>
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Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Role of Person or Entity completing this form:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Franklin Development Properties, Ltd.

Printed Name

Date: 2/13/18

---

% wrong; Deficiency issued on 06/01/18 - pjr
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Aubra Franklin

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
Aubra Franklin

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Date: 2/13/18

Printed Name
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: FDGP, LLC

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☒ a Developer for the Applicant for this specific Application  
☐ an Affiliate to the Applicant  
☒ a Guarantor on the Application

Pursuant to §114(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that Ryan Wilson is authorized to terminate the Application in the event of a conflict with §114(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
FDGP, LLC  
Date  
6/11/18

ownership percentage corrected through Deficiency; added to Application on 06/05/18 - pjr
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Franklin Development Properties, Ltd.

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
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Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department: In the current Application Round.

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I acknowledge that Ryan Wilson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  
Franklin Development Properties, Ltd.  
6/05/18

ownership percentage corrected through Deficiency; added to Application on 06/05/18 - pjr
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered “Yes” to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Aubra Franklin

Which is: [ ] the Applicant (Entity that generally manages or controls the “Applicant,” i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Aubra Franklin

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date

ownership percentage corrected through Deficiency; added to Application on 06/05/18 - pjr
**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**

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Franklin Park Overlook, Ltd</td>
<td>No</td>
</tr>
<tr>
<td>2. Franklin Park Overlook GP LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Our Casas Resident Council, Inc.</td>
<td>No</td>
</tr>
<tr>
<td>4. Roman Pena</td>
<td>No</td>
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<tr>
<td>5. Angela Garcia</td>
<td>No</td>
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<tr>
<td>6. Henrietta F. LaGrange</td>
<td>No</td>
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<tr>
<td>7. Richard Gonzalez</td>
<td>No</td>
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<tr>
<td>8. Laura Sosa</td>
<td>No</td>
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<tr>
<td>9. David Soto</td>
<td>No</td>
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<tr>
<td>10. Franklin Development Properties, Ltd</td>
<td>Yes Submit Part II</td>
</tr>
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<td>11. FDLGP, LLC</td>
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<tr>
<td>12. Aubra Franklin</td>
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did not include executive director of nonprofit; deficiency sent on 06/01/18 - pjr

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  Authorized Representative
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: [Redacted]

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Redacted]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
Part II. Credit Limit Certification

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<th>% Ownership</th>
<th>% of Dev. Fee</th>
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<tbody>
<tr>
<td>Artisan at Ruiz</td>
<td>9</td>
<td>San Antonio</td>
<td>0.05%</td>
<td>75.00%</td>
</tr>
<tr>
<td>The Village at Overlook Parkway</td>
<td>9</td>
<td>San Antonio</td>
<td>0.05%</td>
<td>95.00%</td>
</tr>
</tbody>
</table>

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Printed Name:  

Date:

Ryan Wilson
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Aubra Franklin

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [x] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [x] a Developer for the Applicant for this specific Application  
- [ ] an Affiliate to the Applicant  
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
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</thead>
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<td>9</td>
<td>San Antonio</td>
<td>0.05%</td>
<td>75.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] [Aubra Franklin] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Aubra Franklin

Printed Name

Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  
Should be the same as listed in Part I.

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
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I acknowledge that  
Should be same as signer of Development Owner Certification.  
is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Should be the same as listed in Part I.

Printed Name

Date
Tab 46
Community Input
## Community Input Scoring Items

TDHCA#: 18086

### 1. Local Government Support - §11.9(d)(1)

- **X** 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)

- **X** 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)

- **X** Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>A. San Antonio Food Bank</th>
</tr>
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<tbody>
<tr>
<td><strong>Name of Community Organization</strong></td>
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<tr>
<td>Dr. Luz Myriam Neira</td>
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<td><strong>Contact Name</strong></td>
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<td>Arylynn Ellis</td>
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<td><strong>Contact Name</strong></td>
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<td><strong>Support</strong></td>
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Tab 46

Section 1

Local Government Support
A RESOLUTION 2018-02-08-0010R

IN SUPPORT OF THE VILLAGE AT OVERLOOK PARKWAY MULTI-
FAMILY PROJECT APPLICATION TO THE TEXAS DEPARTMENT OF
HOUSING AND COMMUNITY AFFAIRS FOR COMPETITIVE 9%
HOUSING TAX CREDITS.

* * * * *

WHEREAS, Franklin Park Overlook, Ltd. has proposed a development for affordable rental housing approximately 750 ft. West of Overlook Parkway and US 281 North to be known as The Village at Overlook Parkway, in the City of San Antonio, Council District 9; and

WHEREAS, Franklin Park Overlook, Ltd. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2018 Competitive 9% Housing Tax Credits for The Village at Overlook Parkway; NOW, THEREFORE:

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO THAT:

SECTION 1. The City, acting through its governing body, hereby confirms that it supports Franklin Park Overlook, Ltd.'s 9% tax credit application for The Village at Overlook Parkway, located approximately 750 ft. West of Overlook Parkway and US 281 North, San Antonio, Texas 78260, TDHCA #18086, and that this formal action has been taken to put on record the opinion expressed by the City on February 8, 2018.

SECTION 2. For and on behalf of the City Council, the City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA.

SECTION 3. This Resolution is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 8th day of February, 2018.

[Signature]
Mayor Ron Nirenberg

ATTEST:

[Signature]
Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

[Signature]
Andrew Segovia, City Attorney
**Agenda Item:** 20M (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19A, 19B, 20A, 20B, 20C, 20E, 20H, 20L, 20M, 20P)

**Date:** 02/08/2018

**Time:** 09:51:22 AM

**Vote Type:** Motion to Approve

**Description:** Village at Overlook Parkway, located at US 281 North and Overlook Pkwy in Council District 9

**Result:** Passed

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<th>Voter</th>
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<th>Nay</th>
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<td>Ana E. Sandoval</td>
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<td>John Courage</td>
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<td>Clayton H. Perry</td>
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</tbody>
</table>
Tab 46
Section 2
Community Support from
State Representative
Mr. Ryan Wilson
Franklin Development Properties, Ltd
21260 Gathering Oak, Ste. 101
San Antonio, TX 78260

RE: The Village Overlook Parkway, San Antonio, TX
TDHCA #18086

Dear Mr. Wilson:

My office has received the Public Notification for Village at Overlook Parkway located at Overlook Parkway and US 281 North, San Antonio, TX and in District 122, which I represent. I have also received confirmation that the proposed development has received support from the City of San Antonio Council Members as well as from the community organizations, Summerglen and Mountain Lodge HOA’s.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

Representative Lyle Larson
Texas House of Representatives
Tab 46

Section 3

Input from Community Organizations
February 22, 2018

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: The Village at Overlook, TDHCA #18086

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 18086, The Village at Overlook to be located at the SEQ of Overlook Parkway and Hwy US 281 N in San Antonio, TX.

The San Antonio Food Bank is a tax exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

Dr. Luz Myriam Neira
Director Nutrition, Health, & Wellness Division
Internal Revenue Service

Date: July 26, 2007

SAN ANTONIO FOOD BANK INC
5200 OLD HWY 90 W
SAN ANTONIO TX 78227

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mrs. Coghill 31-07426
Customer Service Specialist

Toll Free Telephone Number:
877-829-5500

Federal Identification Number:
74-2122979

Dear Sir or Madam:

This letter is in response to our receiving your request to change the address of your organization to what is reflected in the heading above.

In October 1980 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

[Signature]

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations
Exempt Organizations Select Check

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

<table>
<thead>
<tr>
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<th>City</th>
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<tr>
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<td>San Antonio Food Bank Inc.</td>
<td>San Antonio</td>
<td>TX</td>
<td>United States</td>
<td>PC</td>
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</tbody>
</table>

Return to Search
OUR STORY

Fighting hunger and feeding hope in San Antonio and Southwest Texas.

The San Antonio Food Bank takes pride in fighting hunger, feeding hope in our 16 county service area. We believe that no child should go to bed hungry, adults should not have to choose between a hot meal and utilities, nor a senior sacrifice medical care for the sake of a meal.

Founded in 1980, The San Antonio Food Bank has quickly grown to serve 58,000 individuals a week in one of the largest service areas in Texas. Our focus is for clients to have food for today but to also have the resources to be self-sufficient in the future.

Fighting hunger is our number one priority but we also serve to educate and provide assistance in many other ways. We achieve this through our variety of programs and resources available to families, individuals, seniors, children, and military members in need.

139
Founded as the first food bank in Texas

4,060
Food insecure individuals served each week

1
Counties in our Southwest Texas service area

OUR MISSION

The mission of the San Antonio Food Bank is to fight hunger in Southwest Texas through food distribution, programs, education, and advocacy.
OUR PROGRAMS

Our mission is to fight hunger and feed hope through food distribution, programs, education, and advocacy.

BENEFITS ASSISTANCE

LEARN MORE

FARMERS' MARKETS

LEARN MORE

FOOD ASSISTANCE & DISTRIBUTION

LEARN MORE

JOB ASSISTANCE

LEARN MORE

MOBILE MERCADO

LEARN MORE

NUTRITION, HEALTH & WELLNESS

LEARN MORE

PROGRAMS FOR CHILDREN

LEARN MORE

PROGRAMS FOR SENIORS

LEARN MORE

PROGRAMS FOR PETS

LEARN MORE
Wednesday, February 21, 2018

Mr. Tim Irvine
Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: The Village at Overlook Parkway
TDHCA # 18086

We would like to express our support for the proposed Village at Overlook Parkway, a multifamily development, located at Overlook Parkway and U.S. 281 North, San Antonio, Texas 78260. Our non-profit is involved in applying contemporary evidence-based solutions to some of the most troubling problems of our time such as lack of food, clothes, education, health and support in San Antonio and Bexar County region. We encourage quality affordable housing accessible to families like the ones we aim to serve through our efforts.

The mission of Acts of Hope Center is to use evidence-based solutions to bring about positive and sustainable change in the lives of the children, women, and men that we serve. Acts of Hope Center implements a variety of programs focusing on community health, education and jobs training. Quality affordable housing opportunities are an integral component of serving those amongst us who are most in need.

We encourage you to support this application for tax credits in the 2018 application cycle. Thank you for your attention and please do not hesitate to contact me if you have any questions.

Sincerely,

[Signature]

Arlynn Ellis, President & CEO
aellis@actsofhopecenter.org

www.actsofhopecenter.org
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.
Exempt Organizations Select Check

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

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<td>TX</td>
<td>United States</td>
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Return to Search
About us

Overview
Acts of Hope Center (AHC) is a nonprofit organization founded for the sole purpose of applying contemporary evidence-based solutions to some of the most troubling problems of our time. AHC is a conglomeration of philanthropists, researchers, advocates, policymakers, healthcare professionals, data analysts and project management experts who believe in community service and share such core American values as hard work and compassion.

The institutional capacity of the organization is grounded in a wide range of outstanding programs that focus on community health, education, and jobs training with a strong emphasis on resilience. The way we see it, resilience and sustainable positive change go hand in hand, because resilience is the natural capacity that individuals and groups have to adapt and thrive, even when facing overwhelming challenges or catastrophic events.

Everything we do is indeed and especially about enabling individuals and families to be so resilient as to defy overwhelming odds, and do the things they think they cannot do.

Mission & Vision

Our mission is to use evidence-based solutions to bring about positive and sustainable change in the lives of the children, women, and men that we serve in San Antonio and the surrounding areas.

We envision a city in which children and their families have an equitable and promising future, a community where people take action to produce the change they want to see, a county where acts of hope and optimism are widespread.

Website
http://www.actsofhopecenter.org

Headquarters
San Antonio, Texas

Year Founded
2015

Company Type
Nonprofit

Size
1-10 employees
Education

The story of Amaya is a good example of the benefits of engaging parents and families. A simple home visit revealed how a young student lacked the resources and support from family. Amaya was falling academically in most of her classes and wasn’t ready for a full sentence, yet her mom was punishing her by making her clean and babysit. Our community educator immediately identified a tutor for Amaya and a mentor for Rosa (her mom). Soon after, Amaya started showing great progress at school.

Families living in poverty often work multiple jobs, may have limited English language skills, and in some cases may have had few positive experiences with their children’s teachers or schools. These factors frequently work against a school’s attempts to form relationships with families living in poverty and authentically engage them in their children’s education. Even in high-performing schools, this problem is an ongoing concern.

Our education program provides ongoing support to families through classes, training and support in the following areas: parenting, support groups, home visits, tutoring, GED, college and financial literacy, art and design, reading and writing and through it all, we provide mentorship.

Target Population: Low-income children ages 0-17 and adults 18 years of age and over.

Jobs Training

Millions of Americans struggle to find jobs or are stuck in low-wage positions with little chance for advancement. Too many adults and youth lack the skills or training they need to get jobs that pay a family-supporting income. About one-third of children live in families where no parent has full-time, year-round employment, limiting their access to health care and other resources critical to their healthy development. Family income, assets and educational attainment have a direct impact on child development. During the economic recovery, the fastest growth has been in lower-paying jobs in such areas as retail sales and food preparation, resulting in greater inequality.

Some important facts are:

- Millions of workers don’t get paid sick leave and are unable to care for their kids without putting their jobs and financial stability in jeopardy.
- Many families face challenges in navigating the complex landscape of programs and resources to help supplement their income and build financial security.
- Almost 6.5 million U.S. teens and young adults are neither in school nor working, lacking the skills and education that well-paying jobs require.

Our jobs training program is designed to provide skills training to individuals looking to improve for a new job opportunity and a way to grow and increase their educational assets. Some of the training sessions are in: resume building, interviewing, customer service, construction certifications and computer literacy.

We also work hand-in-hand with entrepreneurs—people who can’t find work but are interested and have what it takes to start a small business. It follows that this program is designed to: (1) empower San Antonians with a disability to be employed, and (2) connect recent college graduates and older adults, who have no disability but can’t find work, with employers through work readiness partnerships and real job opportunities.

Target Population: Low-income children ages 0-17 and adults 18 years of age and over.

Community Health

We are dedicated to promoting healthy living at every stage of life and to enhancing quality of life by addressing the unique needs of women, men, and children and diverse populations. Some of the topics that we address are: diabetes education, nutrition, fitness, balance, mental illness & disorders, hypoglycemia, hypertension, heart attacks and strokes, blindness or severe eye problems, and kidney failure. The program is designed to: (1) raise awareness at the grassroots level about healthy living options, (2) provide state-of-the-art prevention education to those living in some of the most underserved areas of our city, and 3) provide the diabetic population with a broad and consistent access to the best treatment options available.

Our community health program is compliant with the guidelines of the Center for Disease Control (CDC)’s proven Diabetes Prevention Program.

Target Population: Low-income children ages 0-17 and adults 18 years of age and over.
Tab 47

Third Party Reports
1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**

   **Prepared by:** Intec Integrated Testing & Engineering
   **Date of Report:** 2/28/2018

   - [ ] 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.
   - [X] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   http://www.tdhca.state.tx.us/program-services/environmental/index.htm

   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm:
     - Contact Person:
     - Contact Telephone:
     - Email:

3. **Primary Market Area Map**

   - [X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
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<td>Site Design and Development Feasibility Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepared by: Pape Dawson Engineers</td>
<td>2/28/2018</td>
</tr>
</tbody>
</table>

Prepared by: Apartment MarketDate, LLC  Date of Report: 2/21/2018
Tab 47
Third Party Reports

ESA Certification
Per the ESA prepared for The Village at Overlook, Franklin Park Overlook, Ltd. certifies that it will comply with any and all recommendations made by the ESA provider.

Ryan Wilson
Authorized Representative

2-27-19
Date
Tab 47

Third Party Reports

Primary Market Area (PMA) Map
## MARKET ANALYSIS SUMMARY

**Provider:** Apartment MarketData, LLC  
**Contact:** Darrell G Jack  
**Date:**  
**Phone:** (210) 530-0040

**Development:** The Village at Overlook Parkway  
**Target Population:** Elderly  
**Definition of Elderly Age:** 55

**Site Location:** SWC Overlook Pkwy. & US 281 N.  
**City:** San Antonio  
**County:** Bexar

**Site Coordinates:**

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(Decimal degree format)

**Primary Market Area (PMA) page 32**

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**Square Miles**

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Tabs 48-56
Tabs for Staff Review Process
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 27, 2018.**

Please respond to this email as confirmation of receipt.

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. **Opportunity Index:** Provide evidence that Crossbridge Community Church provide regular and recurring substantive services available to the entire community without regard to affiliation or membership.

2. **Sponsor Characteristics:** The Application includes a statement of Our Casas Resident Council’s experience in the housing industry. Provide evidence of experience directly related to the housing industry, which may include experience with property management, construction, development, financing, or compliance.

3. **Sponsor Characteristics:** The Application indicates that Our Casas Resident Council will materially participate in the in the Development and the operation of the Development throughout the Compliance Period. Provide a detailed narrative describing how that material participation will be achieved.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following
the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§ 11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 27, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us
June 26, 2018

Sharon Gamble
Texas Department of Housing & Community Affairs
221 E. 11th Street

Re: 18086 – 9% HTC Application Deficiency Notice

Ms. Gamble:

In response to your Notice of June 20, 2018, please find the following:

1. Opportunity Index: Provide evidence that Crossbridge Community Church provide regular and recurring substantive services available to the entire community without regard to affiliation or membership.

RESPONSE: See Exhibit A - E-mail from Crossbridge Community Church evidencing services for entire community without regard to affiliation or membership.

2. Sponsor Characteristics: The Application includes a statement of Our Casas Resident Council’s experience in the housing industry. Provide evidence of experience directly related to the housing industry, which may include experience with property management, construction, development, financing, or compliance.

RESPONSE: Our Casas Resident Council (OCRC) has gained a wide variety of experiences over a period of 27 years that will provide our organization with the capability needed to assist in managing this housing project. During the last savings and loan crisis, HUD repossessed many residential single family homes and resold some of these properties to organizations like ours at very reduced prices. OCRC bought approximately twenty HUD homes, rehabilitated them, and sold them to moderate and low-income residents. At this time, OCRC also received a six unit apartment building from the Federal Deposit Insurance Corporation as a donation. OCRC also rehabilitated this building and then rented all six units to moderate and low-income tenants. In 2002, OCRC acquired a 44 unit multi-family apartment complex with grants and loans from banks and the city and county financial corporations. OCRC rehabilitated and managed these apartments for a ten year period.
Our organization’s staff has learned how to manage apartment buildings by enrolling and completing property management classes offered by Neighbor Works. OCRC also gained additional knowledge on how to manage and finance this type of rental property by applying for and receiving grants from the City of San Antonio and the County’s financial corporations. Our organization also applied for and was granted loans from the San Antonio Housing Trust. The steps OCRC has taken to secure financing, learn complex management skills, and operate a multi-unit apartment complex have provided the organization with valuable experience in both property management finance and compliance in reporting all of the information required by the banks, city and county agencies, and the Internal Revenue Service. OCRC acquired the 44 unit Gillette Square Apartments at a cost of $2,000,000 from the Guaranty Federal Bank. The bank also provided OCRC with funds to rehabilitate the apartments. OCRC remodeled two apartments into a classroom equipped with desks, computers, printers, books, and videos that assisted in providing education to its residents and tutoring for their children. OCRC also provided assistance in the construction and development of the Wilshire Woods Apartments, a 325 unit multi-family housing complex. OCRC became a general partner of this complex and currently receives $4000/month as a partnership fee from its equity partners.

OCRC’s staff members gained additional experience through training in order to provide pre-purchase and foreclosure prevention. This included both staff training and securing grants to provide these services for moderate and low-income clients. OCRC received grants from Neighbor Works and the National Council of La Raza for training and grants to provide these services from National Community Reinvestment Coalition, Nueva Esperanza, and the Texas Department of Housing and Community Development. OCRC has been providing these services for the last 18 years.

During this same time period, OCRC has also worked as a housing developer to design, construct, and sell homes to moderate and low-income families. Our organization has designed, constructed, and sold over 40 homes while receiving grants and loans from HUD (CDBG and HOME) and loans from private banks and investors. OCRC has also acquired vacant lots, built and sold homes on these lots in order to raise more capital to build more homes. Through all of our work described above, OCRC has gained the experience required to successfully operate within the wider field of the housing industry which includes property management, new home construction and rehabilitation, property development, public and private financing, and compliance. The organization is required to meet all compliance standards through the record keeping and reports provided to all governmental and non-governmental agencies as dictated by the contracts OCRC has signed.
3. Sponsor Characteristics: The Application indicates that Our Casas Resident Council will materially participate in the in the Development and the operation of the Development throughout the Compliance Period. Provide a detailed narrative describing how that material participation will be achieved.

**RESPONSE:** OCRC will materially participate in the development and operation throughout the compliance period as it did with a previous multi-family development (Gillette Square Apartments) that our organization managed for ten years. As General Partner, OCRC will be responsible for initial planning and design of the proposed development. After construction, OCRC will oversee management and the operation of the property, including requirements of compliance. OCRC will also participate in the design of a crafts and computer center where it will instruct the senior residents how to make pottery and other handicrafts utilizing materials made from clay and other materials. It will provide computers to teach senior residents how to access information, search for services and/or instructions needed, and to use daily to improve their lives. OCRC will provide instructions needed in a classroom type setting or individual (one-on-one) tutoring as needed. During this period, OCRC will also provide guidance and advice to the residents to improve their housing situation and meet their responsibility or tenancy.

Please let us know if further information is needed,

Sincerely,

[Signature]

Edgar Sandoval
Authorized Representative
EXHIBIT A
Begin forwarded message:

From: Karen Staskavage <karen@crossbridgecommunitychurch.com>
Date: June 26, 2018 at 11:51:11 AM CDT
To: Jacqueline Ortiz <jortiz@franklindev.net>
Subject: Re: Email of support for senior community

Hi Jacqueline,

CrossBridge Community Church does not charge for any of our Sunday services, all are welcome!

We offer many Life Group opportunities as well, that are open to everyone, free of charge.

Thanks for your inquiry,
From: Patrick Russell
To: Edgar Sandoval; Lucila Diaz
Cc: Patrick Russell; Sharon Gamble
Subject: 18086 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.
Date: Friday, June 01, 2018 1:25:56 PM
Importance: High

In the course of the Department's Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Tab 12, Supporting Documentation from the Site Information Part III.
   a. The survey of Exhibit A of the Purchase and Sale Contract, and referenced by the Commitment for Title Insurance, is illegible. Please resubmit an existing land survey, as referenced by the Contract and Title policy, that is in a higher resolution and therefore readable by staff.

2. Tabs 28 and 29, Offsite Costs Breakdown and Site Work Costs
   a. Columns E and F of both of these documents reference “Note 1” and “Note 2.” Can you please clarify where these Notes are, in either the Application or the Site Design and Feasibility Report? If these notes are not in the Application, please submit them.

3. Tab 37, Applicant and Developer Ownership Charts
   a. The Ownership Organization Chart should include the names of both the executive director and each board member of any nonprofit. It seems that that executive director of Our Casas Resident Council is not included on the Organization Chart. Please resubmit an Organization Chart that includes the Executive Director’s name.

4. Tab 40, Nonprofit Participation
   a. The ownership percentage of the nonprofit organization is stated as “0.05%.” However, the Organizational Structure for the Applicant reflects an ownership percentage of “0.005%,” with the Investor Limited Partner owning 99.99% and the Special Limited Partner Franklin Development Properties, Ltd. owning 0.005%, for a total of 100%. Please resubmit page 278 of your Application, “Nonprofit Participation,” with an accurate ownership percentage for the nonprofit.

5. Tab 45, 9% Applicant Credit Limit
a. Like issue #3 identified above, in this part of the Application, the ownership percentage is misstated. FDLGP, LLC’s, Franklin Development Properties, Ltd.’s, and Aubra Franklin’s ownership interests are listed as “0.05%,” when the Organization Structure for the Applicant reflects an ownership percentage of “0.005%.” Please resubmit page 316 of the Application with the corrected ownership percentage.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.
**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 8, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

Sincerely,

Patrick

Patrick Russell
Multifamily Policy Research Specialist
Texas Department of Housing & Community Affairs
221 E. 11th Street | Austin, TX 78701
(512) 475-0927

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats (Also see 10 TAC §10.2(b)).

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).
June 4, 2018

Patrick Russell
Multifamily Policy Research Specialist
Texas Department of Housing & Community Affairs
221 E. 11th
Austin, Texas 78701

Re: 18086 – 9% HTC Application Deficiency Notice

Dear Mr. Russell:

In response to the above referenced Notice, please find the following responses.

1. Tab 12, Supporting Documentation from the Site Information Part III.
   a. The survey of Exhibit A of the Purchase and Sale Contract, and referenced by the Commitment for Title Insurance, is illegible. Please resubmit an existing land survey, as referenced by the Contract and Title policy, that is in a higher resolution and therefore readable by Staff.

   RESPONSE: Please see Exhibit A for Higher Resolution survey

2. Tabs 28 and 29, Offsite Costs Breakdown and Site Work Costs
   a. Columns E and F of both of these documents reference “Note 1” and Note 2”. Can you please clarify where these Notes are, in either the Application or the Site design and Feasibility Report? If these notes are not in the Application, please submit them.

   RESPONSE: Please see Exhibit B. Notes are located (and highlighted) at the bottom left hand corner of each schedule.

3. Tab 37, Applicant and Developer Ownership Charts
   a. A. The Ownership Organization Chart should include the names of both the executive director and each board member of any nonprofit. It seems that the executive director of Our Casas resident Council is not included on the Organization Chart. Please resubmit an Organization Chart that includes the Executive Director’s name.

   RESPONSE: Please see Exhibit C Revised Organization Chart with Executive Director listed. Also provided is revised Previous Participation and Credit Limit pages including Executive Director.
4. Tab 40, Nonprofit Participation
   a. A. The ownership percentage of the nonprofit organization is stated as "0.05%." However, the Organizational Structure for the Applicant reflects an ownership percentage of "0.005%," with the Investor Limited Partner owning 99.99% and the Special Limited Partner Franklin Development Properties, Ltd., owning 0.005%, for a total of 100%. Please resubmit page 278 of your application, "Nonprofit Participation," with an accurate ownership percentage for the nonprofit.

   RESPONSE: please see Exhibit D – Ownership percentage corrected on page 278.

5. Tab 45, 9% Applicant Credit Limit
   a. Like issue with #3 identified above, in this part of the Application, the ownership percentage is misstated. FDLGP, LLC's, Franklin Development Properties, Ltd., and Aubra Franklin's ownership interests are listed as "0.05%," when the Organization Structure for the Applicant reflects an ownership percentage of "0.005%." Please resubmit page 316 of the Application with the corrected ownership percentage.

   RESPONSE: Please see Exhibit E – Ownership Percentage revised on page 316.

Please let us know if further information is needed.

Sincerely,

[Signature]

Edgar Sandoval
Authorized Representative
EXHIBIT A
EXHIBIT B
## 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.
- 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.

---

**For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portion of those site costs should be included in Eligible Basis and which costs may be ineligible must be submitted behind this tab.**

---

**Notes:**
1. Costs included in Development Cost Schedule, Acquisition Costs Section.
2. Costs included in Development Cost Schedule, Indirect Construction Costs Section.

---

**Signature of Registered Engineer:**

**Printed Name:**

**Date:**

**Seal:**

---

**Site Work Activity Breakdown:**

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<td>Rough Grading</td>
<td>$ 612,985.50</td>
<td>1</td>
<td>$ 612,985.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 612,985.50</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 33,461.50</td>
<td>1</td>
<td>$ 33,461.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 33,461.50</td>
</tr>
<tr>
<td>On-site Concrete</td>
<td>$ 203,200.00</td>
<td>1</td>
<td>$ 203,200.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 203,200.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 261,700.00</td>
<td>1</td>
<td>$ 261,700.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 261,700.00</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$ 550,053.00</td>
<td>1</td>
<td>$ 550,053.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 550,053.00</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$ -</td>
<td>0</td>
<td>$ -</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ -</td>
</tr>
<tr>
<td>On-site Electric Utilities</td>
<td>$ 50,000.00</td>
<td>1</td>
<td>$ 50,000.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Parking Bumpers, Striping, Signs</td>
<td>$ 20,000.00</td>
<td>1</td>
<td>$ 20,000.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>WPAP Basin</td>
<td>$ 240,000.00</td>
<td>1</td>
<td>$ 240,000.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 240,000.00</td>
</tr>
<tr>
<td>Retaining Wall</td>
<td>$ 65,700.00</td>
<td>1</td>
<td>$ 65,700.00</td>
<td>See Note 2</td>
<td>See Note 2</td>
<td>$ 65,700.00</td>
</tr>
</tbody>
</table>

**Total**                               |                        |                             |                           |                     |                                     | **$ 2,117,000**        |
### Offsite Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

- Column D: To arrive at total construction costs in Column D:
- 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 offsite 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.

**Note: All contingency must be included in the Contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above.**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Sewer Utility</td>
<td>$125.00</td>
<td>525</td>
<td>$65,625.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$65,625.00</td>
</tr>
<tr>
<td>Access Drive to US-281</td>
<td>$93.25</td>
<td>730</td>
<td>$68,072.50</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$68,072.50</td>
</tr>
</tbody>
</table>

**Lines 35-37隐含**

**Total**

$133,698

Notes:
1. Cost included in Development Cost Schedule, Acquisition Cost Section.
2. Cost included in Development Cost Schedule, Indirect Construction Costs Section.

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

Chris Orem, P.E.

2/19/2018

Seal 2/26/18

State of Texas

Christopher M. Orem

106215

Professional Engineer
Development Cost Schedule

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:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Cost</th>
<th>Eligible Basis</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACQUISITION</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>2,279,053</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>2,279,053</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>OFF-SITES(^2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>65,625</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>68,073</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>133,698</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>SI ORK(^2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>80,000</td>
<td></td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>612,986</td>
<td></td>
<td>612,986</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>32,462</td>
<td></td>
<td>32,462</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>203,200</td>
<td></td>
<td>203,200</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>50,000</td>
<td></td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>261,700</td>
<td></td>
<td>261,700</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>550,953</td>
<td></td>
<td>550,953</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>20,000</td>
<td></td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>WPAP Basin and Retaining Wall</td>
<td>305,700</td>
<td></td>
<td>305,700</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>2,117,000</td>
<td>0</td>
<td>2,117,000</td>
<td></td>
</tr>
<tr>
<td>SITE AMENITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>298,708</td>
<td></td>
<td>298,708</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>160,294</td>
<td></td>
<td>160,294</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>129,611</td>
<td></td>
<td>129,611</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>588,613</td>
<td>0</td>
<td>588,613</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

Project Partnership
Franklin Park Overlook, Ltd.
A Texas Limited Partnership

General Partner
Franklin Park Overlook GP LLC
A Texas Limited Liability Company
.005%

Investor Limited Partner
TBD
99.99%

Sole Member
Our Casas Resident Council, Inc.
a Texas 501 c3 Non-profit Organization
100%

Officers/Directors
Dario Chapa, Executive Director
Roman Pena, President / Chairman
Angela Garcia, Vice President
Henrietta F. LaGrange, Treasurer
Richard Gonzalez, Secretary
Laura Sosa, Board Member
David Soto, Board Member

Special Limited Partner
Franklin Development Properties, Ltd.,
a Texas Limited Partnership
.005%

FDLGP, LLC
General Partner .01%

Aubra Franklin, Sole Member
99.99%

Aubra Franklin, Limited Partner
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

Developer

Developer (5% of Fee)
Our Casas Resident Council, Inc.
A Texas 501 c3 Non-Profit Organization

Officer / Directors
Dario Chapa, Executive Director
Roman Pena, President / Chairman
Angela Garcia, Vice President
Henrietta F. LaGrange, Treasurer
Richard Gonzalez, Secretary
Laura Sosa, Board Member
David Soto, Board Member

Co-Developer (95% of Fee)
Franklin Development Properties, Ltd.
A Texas Limited Partnership

FDLGP, LLC, General Partner .01%

Aubra Franklin, Limited Partner 99.99%

Aubra Franklin - Sole Member
The Village at Overlook Parkway
San Antonio, Texas
Organizational Structure

Guarantor

Franklin Development Properties, Ltd.
A Texas limited Partnership

FDLGP, LLC, General Partner .01%
Aubra Franklin, Limited Partner
99.99%

Aubra Franklin - Sole Member
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: Dario Chapa - Executive Director
Email Address: Ourcasas@stlc.net
City & State of Home Addr: San Antonio, Texas 78207
Applicant Legal Name: Franklin Park Overlook, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>03441</td>
<td>Primrose at Monticello Park</td>
<td>San Antonio</td>
<td>HTC / Bond</td>
<td>Nov-03</td>
<td>Jan-09</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
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**

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Franklin Park Overlook, Ltd</td>
<td>No</td>
</tr>
<tr>
<td>2. Franklin Park Overlook GP LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Our Casas Resident Council, Inc</td>
<td>No</td>
</tr>
<tr>
<td>4. Roman Pena</td>
<td>No</td>
</tr>
<tr>
<td>5. Angela Garcia</td>
<td>No</td>
</tr>
<tr>
<td>6. Henrietta F. LaGrange</td>
<td>No</td>
</tr>
<tr>
<td>7. Richard Gonzalez</td>
<td>No</td>
</tr>
<tr>
<td>8. Laura Sosa</td>
<td>No</td>
</tr>
<tr>
<td>9. David Soto</td>
<td>No</td>
</tr>
<tr>
<td>10. Dario Chapa</td>
<td>No</td>
</tr>
<tr>
<td>11. FDLGP, LLC</td>
<td>Yes - Submit Part II</td>
</tr>
<tr>
<td>12. Aubra Franklin</td>
<td>Yes - Submit Part II</td>
</tr>
<tr>
<td>13. Franklin Development Properties, Ltd</td>
<td>Yes - Submit Part II</td>
</tr>
</tbody>
</table>

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 I b. above.

By: [Signature of Applicant] Date: 6/1/18 Its: Authorized Representative
EXHIBIT D
Nonprofit Participation

# Nonprofit Set-Aside (Competitive HTC Applications Only)

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §10.3(a)(102) of the Uniform Multifamily Rules, §42(h)(5) of the code, and the requirements of §11.5(1) of the Qualified Allocation Plan.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

☑ By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

☐ By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name: Our Casas Resident Council, Inc.

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? Yes

If no to the question above, what is its current legal status? [Blank]

If "Other" please specify: [Blank]

Date of legal formation of Nonprofit Organization: 1990

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? Yes

If “Yes”, will this nonprofit organization Control the Applicant? Yes

What is the ownership percentage of this nonprofit organization? 0.005

2) Describe the nonprofit’s participation: Sole Member of General Partnership Interest

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

Perform Ownership functions and help manage day-to-day activities of the Owner

4) Will the nonprofit receive part of the development fees paid in connection with the development? Yes

If "Yes," explain: 5% of Development fee
EXHIBIT E
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: ---------------------------------- FDLGP, LLC

Which is: 
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☒ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☒ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Village at Overlook Parkway</td>
<td>9</td>
<td>San Antonio</td>
<td>0.005</td>
<td>95.00%</td>
</tr>
<tr>
<td>Artisan at Ruiz</td>
<td>9</td>
<td>San Antonio</td>
<td>0.05%</td>
<td>75.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Ryan Wilson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ___________________________ FDLGP, LLC

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Printed Name Date 4/11/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  

☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  

☒ a Developer for the Applicant for this specific Application  

☐ an Affiliate to the Applicant  

☒ a Guarantor on the Application  

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department: In the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Village at Overlook Parkway</td>
<td>9</td>
<td>San Antonio</td>
<td>0.005</td>
<td>95.00%</td>
</tr>
<tr>
<td>Artisan at Ruiz</td>
<td>9</td>
<td>San Antonio</td>
<td>0.05%</td>
<td>75.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Ryan Wilson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Franklin Development Properties, Ltd.  

Printed Name  

Date  

6/1/19
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Aubra Franklin

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☒ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☒ a Developer for the Applicant for this specific Application  
☐ an Affiliate to the Applicant  
☒ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Village at Overlook Parkway</td>
<td>9</td>
<td>San Antonio</td>
<td>0.005</td>
<td>95.00%</td>
</tr>
<tr>
<td>Artisan at Ruiz</td>
<td>9</td>
<td>San Antonio</td>
<td>0.05%</td>
<td>75.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Ryan Wilson is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Aubra Franklin  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date
In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Applicant Eligibility Certification: I don’t find the exhibit for Dario Chapa, the Executive Director of Our Casas Resident Council, Incorporated. Please provide the form for each natural person listed as having Control over or within the Owner, Developer, and Guarantor.</td>
</tr>
<tr>
<td>2.</td>
<td>Underserved Area: Without submitting additional documentation, please clarify how the application is eligible for maximum points under §11.9(c)(5)(E). The Development Site does not appear to be located within a census tract whose boundaries are wholly within an incorporated area.</td>
</tr>
<tr>
<td>3.</td>
<td>Input from Community Organizations: Without submitting any additional documentation, please clarify how the application is eligible for maximum points under §11.9(d)(6)(A). whether evidence was provided from a federal or state government database confirming that the exempt status of the nonprofit organizations continues.</td>
</tr>
<tr>
<td>4.</td>
<td>Site Control: Please confirm that the contract is still valid. Section 2a of the purchase contract indicates additional earnest money is due.</td>
</tr>
<tr>
<td>5.</td>
<td>Development Narrative: The application appears to include a HUD 221(d)(4) loan as a funding source which requires an Elderly Preference target population. Please revise the exhibit.</td>
</tr>
<tr>
<td>6.</td>
<td>Development Activities Part I: The number of points entered for the Common Amenities in part 1 of the exhibit are not sufficient for the number of units proposed for the Development. Please revise the exhibit to include the correct number of points.</td>
</tr>
<tr>
<td>7.</td>
<td>Site Plan: Please indicate the compliant accessible routes.</td>
</tr>
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<td>8.</td>
<td>Site Plan: Please clarify the location of the van accessible parking spaces.</td>
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<td>9.</td>
<td>Building/Unit Configuration Form: The number of baths stated for the 762’ unit type (A-1 and A-2) does not agree with the Rent Schedule or Unit Plans. Please clarify which is correct and revise the appropriate exhibit(s).</td>
</tr>
<tr>
<td>10.</td>
<td>Building Floor Plans/Elevations: Clarify whether all sides of the buildings have the same percentages of exterior materials.</td>
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</table>
11. Building Floor Plans/Elevations: I don’t find the pitch for Building Type C.

12. Building/Unit Configuration Form: Revise the form to include the number of elevators.

13. List of Organizations and Principals: Our Casas Resident Council, Inc. and FDLGP, LLC should also be listed separately, the structure detailed, and the organization number completed in the organization boxes provided. Please revise the form. Please contact me if you need further instruction.

14. List of Organizations and Principals: Dario Chapa was omitted. Please revise the form.

15. List of Nonprofit Organization’s Board Members, Directors, and Officers: Dario Chapa was omitted. Please revise the form.

16. ESA: The ESA indicates 9.247 acres were analyzed. The site control contract indicates the Development Site is 9.427 acres and the site plan indicates +/- 9.4 acres. Submit confirmation from the ESA report provider that the entire Development Site was analyzed.

17. ESA: I don’t find a statement from the Applicant that the recommendations from the ESA report will be performed prior to closing.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please
email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 19, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
June 18, 2018

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing & Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: 18086 – 9% HTC Application Deficiency Notice

Ms. Cline –Rew:

In response to your Notice of June 12, 2018, please find the following:

1. Applicant Eligibility Certification: I don’t find the exhibit for Dario Chapa, the Executive Director of Our Casas Resident Council, Incorporated. Please provide the form for each natural person listed as having Control over or within the Owner, Developer, and Guarantor.

RESPONSE: See Exhibit A for Dario Chapa Applicant Eligibility Certification.

2. Underserved Area: Without submitting additional documentation, please clarify how the application is eligible for maximum points under § 11.9(c)(5)(E). The Development Site does not appear to be located within a census tract whose boundaries are wholly within an incorporated area.

RESPONSE: We feel that the Application and Development Site for The Village at Overlook meets the scoring criteria and requirements of 11.9(c)(5)(E) Underserved Area: The Development Site is located 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.

The Development Site is located wholly in a census tract where the census tract itself and all contiguous census tracts do not have a Development that was awarded less than 15 years ago. The entire census tract where the Development is located is governed and regulated by the City of San Antonio, who has the authority to enforce municipal ordinances and regulations within the ETJ boundaries surrounding the Development Site. In essence, the entire census tract in question is under the governance of the City of San Antonio for purposes of construction developments like the proposed project. The
City has legislative grant of authority for various matters regarding the
codified authority of the City’s Unified Development Code such as public
utilities, governing plats, major thoroughfares, City street’s, etc. See attached
memo Exhibit L for corroborating information and evidence that a Texas
home rule municipality, like the City of San Antonio, has regulatory authority
of land development within this census tract. For purposes of delivering a
development to an area that has long been unserved, we believe that where
the entirety of the census tract is subject to regulation by the municipality,
the criteria should be considered met.

3. Input from Community Organizations: Without submitting any additional
documentation, please clarify how the application is eligible for maximum points
under §11.9(d)(6)(A). whether evidence was provided from a federal or state
government database confirming that the exempt status of the nonprofit
organizations continues.

RESPONSE: Evidence was provided from a search of the Internal Revenue
Service Database of Exempt Organizations. Evidence of continued existence
was noted by their eligibility to receive Tax-Deductible Charitable
Contributions.

4. Site Control: Please confirm that the contract is still valid. Section 2a of the
purchase contract indicates additional earnest money is due.

RESPONSE: See Exhibit B - Contract was amended 4/30/2018. First Earnest
Money payment due July 9, 2018.

5. Development Narrative: The application appears to include a HUD 221(d)(4)
loan as a funding source which requires an Elderly Preference target population.
Please revise the exhibit.

RESPONSE: See Exhibit C - Revised Development Narrative Exhibit.

6. Development Activities Part I: The number of points entered for the Common
Amenities in part 1 of the exhibit are not sufficient for the number of units
proposed for the Development. Please revise the exhibit to include the correct
number of points.


7. Site Plan: Please indicate the compliant accessible routes.

RESPONSE: See Exhibit K – Site Plan with accessible routes
8. Site Plan: Please clarify the location of the van accessible parking spaces.

RESPONSE: See Exhibit K – Van Accessible Routes

9. Building/Unit Configuration Form: The number of baths stated for the 762’ unit type (A-1 and A-2) does not agree with the Rent Schedule or Unit Plans. Please clarify which is correct and revise the appropriate exhibit(s).

RESPONSE: See Revised Exhibit E - Specifications and Building/Unit Type Configuration

10. Building Floor Plans/Elevations: Clarify whether all sides of the buildings have the same percentages of exterior materials.

RESPONSE: See Exhibit F - Fiber Cement siding 70% and masonry / Stucco 30% as shown on Building Floor Plan / Elevations – PDF page 1 – 2.

11. Building Floor Plans/Elevations: I don’t find the pitch for Building Type C.

RESPONSE: See Exhibit F - Building Floor Plan / Elevation - PDF page 8.

12. Building/Unit Configuration Form: Revise the form to include the number of elevators.

RESPONSE: See Exhibit E - Revised Building / Unit Configuration Form

13. List of Organizations and Principals: Our Casas Resident Council, Inc. and FDLGP, LLC should also be listed separately, the structure detailed, and the organization number completed in the organization boxes provided. Please revise the form. Please contact me if you need further instruction.

RESPONSE: See Exhibit G - Revised list of Organizations and Principals

14. List of Organizations and Principals: Dario Chapa was omitted. Please revise the form.

RESPONSE: See Exhibit G - Revised List of Organizations and Principals

15. List of Nonprofit Organization’s Board Members, Directors, and Officers: Dario Chapa was omitted. Please revise the form.

RESPONSE: See Exhibit H- Revised List of Organization’s Board Members, Directors, and Officers.
16. ESA: The ESA indicates 9.247 acres were analyzed. The site control contract indicates the Development Site is 9.427 acres and the site plan indicates +/- 9.4 acres. Submit confirmation from the ESA report provider that the entire Development Site was analyzed.

RESPONSE: See Exhibit I - ESA provider has confirmed entire development site was analyzed.

17. ESA: I don't find a statement from the Applicant that the recommendations from the ESA report will be performed prior to closing.

RESPONSE: See Exhibit J - The statement certification to perform recommendations provided by ESA provider was included in the original application, behind Tab 47 (pages 345-346 of the full application).

Please let us know if further information is needed,

Sincerely,

Edgar Sandoval
Authorized Representative
EXHIBIT A
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 of 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

DARIO CHAPA

Printed Name

EXECUTIVE DIRECTOR

Title

06-12-18

Date

THE STATE OF TEXAS

COUNTY OF BEXAR

Before me, a notary public, on this day personally appeared DARIO CHAPA, 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 12 day of JUNE, 2018

(Seal)

BERNARDINO VASQUEZ
MY COMMISSION EXPIRES
July 18, 2019

Notary Public Signature
EXHIBIT B
FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT

This FIRST AMENDMENT PURCHASE AND SALE CONTRACT (this "Amendment") dated effective April 30, 2018 is entered into by and between ROGERS/BITTERBLUE 281, LTD., a Texas limited partnership ("Seller") and FRANKLIN PARK OVERLOOK, LTD. ("Purchaser").

RECITALS:

Seller and Franklin Development Properties, Ltd. ("Franklin") entered into that certain Purchase and Sale Contract dated effective January 8, 2018 (the "Agreement") regarding the purchase and sale of 9.427 acres of land in San Antonio, Texas, all as more fully described in the Agreement. Franklin assigned, and Purchaser assumed, the Agreement on January 25, 2018. Seller and Purchaser desire to amend the Agreement, as more particularly described below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Earnest Money. Under Section 2(a)(i) of the Agreement, the deadline for Buyer’s delivery of the 1st Additional EM is changed to Monday, July 9, 2018, and the deadline for Buyer’s delivery of the 2nd Additional EM is changed to September 14, 2018.

2. Review Period. The expiration of the Review Period in Section 4(c) of the Agreement is changed to 5:00 p.m., San Antonio time on Monday, July 2, 2018.

3. Plat Deposit. The deadline for Buyer’s delivery of the Plat Deposit is changed to Monday, July 9, 2018.

4. Certain Deadlines Previously Set for June 1, 2018. The deadlines for Buyer’s delivery of the Plans and Cost Estimate under Section 4(f) of the Agreement, Seller’s delivery to Buyer of the proposed Sewer Escrow Agreement under Section 4(g) of the Agreement, Seller’s delivery to Buyer of the proposed Median Escrow Agreement under Section 4(h) of the Agreement, and Seller’s delivery to Buyer of the proposed Declaration under Section 4(i), are all changed to July 31, 2018.

5. Certain Deadlines Previously Set for July 2, 2018. The deadlines for Seller’s delivery to Buyer of the proposed Infrastructure Escrow Agreement and Access Easement Agreement under Section 4(f) of the Agreement are changed to August 31, 2018.

6. Miscellaneous. Capitalized terms that are used in this Amendment but not defined herein have the meanings given to them in the Agreement. The Agreement, as amended by this Amendment, remains and continues in full force and effect. Each party hereto has the full and legal authority to execute and deliver this Amendment. In addition, the individual who executes this Amendment on behalf of each party hereto is authorized to act for and on behalf of such party and to bind such party to the terms and provisions hereof. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted (pursuant to the terms of the
Agreement) assigns. The parties acknowledge that each party and its counsel have reviewed and revised this Amendment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. Multiple counterpart copies of this Amendment may be executed by the parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate execution of this Amendment, the parties may execute and exchange by electronic means (facsimile, .pdf document, or the like) electronic counterparts of the signature pages, and such electronic signatures shall be deemed original for all purposes.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple counterparts, each having the same effect as an original. This Amendment may be executed either by facsimile signature or original signature.

SELLER:

ROGERS/BITTERBLUE 281, LTD.,  
a Texas limited partnership  

By: BITTERBLUE, INC.,  
a Texas corporation,  
Its Sole General Partner:  

By:  

Name:  
Title: Managing Partner.

PURCHASER:

FRANKLIN PARK OVERLOOK, LTD.,  

By: FRANKLIN PARK OVERLOOK GP, LLC,  
General Partner  

By: FFLP, LLC,  
Member  

By: Aubra Franklin, Member
EXHIBIT C
1. The proposed Development is: **(Check all that apply)**

- New Construction

and/or:

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

Previous TDHCA #   NA   If Acquisition/Rehab or Rehab, original construction year:   N/A

If Reconstruction, Units Demolished   NA   Units Reconstructed   NA

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

2. The Target Population will be:

- Elderly Preference

_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.

_The Village at Overlook Parkway is a 146 unit new construction development located in San Antonio, Bexar County, Texas. The development will be reserved 92 units for elderly families with incomes equal to or less than 60% of the Area Median Income. 54 units will be reserved as market rate units. The development will consist of a mix of 1 and 2 bedroom units. The project is located on 9+ acres and will contain a clubhouse building and other design considerations / amenities for targeted population._

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.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits $1,490,824</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>X</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>USDA</td>
</tr>
<tr>
<td></td>
<td>CHDO</td>
</tr>
<tr>
<td></td>
<td>SH/SR</td>
</tr>
</tbody>
</table>

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? [Yes/No]

Has this site/activity previously received TDHCA funds? [Yes/No]

If "Yes" Enter Project Number: [NA] and TDHCA funding source: [NA]

Has this site/activity previously received non-TDHCA federal funding? [Yes/No]

If yes, source: [NA]

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? [Yes/No]

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.

- [X] 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: [ ]
EXHIBIT D
Development Activities

1. Common Amenities (ALL Multifamily Applications §10.101(b)(5))

<table>
<thead>
<tr>
<th></th>
<th># of Units</th>
<th>must qualify for</th>
</tr>
</thead>
<tbody>
<tr>
<td>146</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

- 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:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

- 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).

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

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).
**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)

- 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

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>

### Shed or Flat Roof Carport Spaces

### Detached Garage Spaces

### Attached Garage Spaces

### Uncovered Spaces

### Structured Parking Garage Spaces

### Floor Composition/Wall Height:

- % Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

### Building Label

<table>
<thead>
<tr>
<th>A-1</th>
<th>A-2</th>
<th>A-3</th>
<th>A-4</th>
<th>A-5</th>
<th>A-6</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

### Number of Buildings

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>A</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

### Total # of Residential Buildings

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>50</td>
<td>38,100</td>
</tr>
<tr>
<td>A-2</td>
<td>31</td>
<td>21,622</td>
</tr>
<tr>
<td>B-1</td>
<td>45</td>
<td>41,490</td>
</tr>
</tbody>
</table>

### Number of Units Per Building

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>1</td>
<td>1</td>
<td>762</td>
<td>2</td>
</tr>
<tr>
<td>A-2</td>
<td>1</td>
<td>1</td>
<td>762</td>
<td>2</td>
</tr>
<tr>
<td>B-1</td>
<td>2</td>
<td>2</td>
<td>922</td>
<td>12</td>
</tr>
<tr>
<td>B-2</td>
<td>2</td>
<td>2</td>
<td>1,250</td>
<td>12</td>
</tr>
</tbody>
</table>

### Totals

<table>
<thead>
<tr>
<th>Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>50</td>
<td>38,100</td>
</tr>
<tr>
<td>A-2</td>
<td>31</td>
<td>21,622</td>
</tr>
<tr>
<td>B-1</td>
<td>45</td>
<td>41,490</td>
</tr>
</tbody>
</table>

### Net Rentable Square Footage from Rent Schedule

- **UNIT SIZES AND/OR UNIT TYPES BETWEEN THIS EXHIBIT AND THE RENT SCHEDULE DO NOT MATCH**

- Enter the total development common area from the architect’s plans:
  - **Ensure that this number matches your architectural drawings.**
  - **4123**

- 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:

- ****
EXHIBIT F
BUILDING TYPE A1 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

1ST FLOOR PLAN (2ND FLOOR SIMILAR)

SCALE: 1" = 30'

LEGEND:

H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT
BUILDING TYPE A2 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

1ST FLOOR PLAN (2ND FLOOR SIMILAR)
SCALE: 1" = 30'

ELEVATION
FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPARIED UNIT
1ST FLOOR PLAN (2ND FLOOR SIMILAR)

SCALE: 1" = 30'

BREEZEWAYS
FIRST FLOOR- 985 S.F.
SECOND FLOOR - 822 S.F.

LEGEND:
H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT
I don't see anything that changed on this drawing.
1ST FLOOR PLAN (2ND FLOOR SIMILAR)

SCALE: 1" = 30’

BUILDING TYPE A6 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018
BUILDING TYPE B FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018
EXHIBIT G
**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)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Franklin Park Overlook, Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>21260 Gathering Oak, Ste. 101</td>
</tr>
<tr>
<td>City:</td>
<td>San Antonio</td>
</tr>
<tr>
<td>State:</td>
<td>Tx</td>
</tr>
<tr>
<td>Zip:</td>
<td>78260</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Franklin Park Overlook, Ltd</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>(210) 483-2413</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:edgar@franklinmgt.net">edgar@franklinmgt.net</a></td>
</tr>
</tbody>
</table>

**Org. 1**

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Franklin Park Overlook GP LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2300 W. Commerce St., Ste. 218</td>
</tr>
<tr>
<td>City:</td>
<td>San Antonio</td>
</tr>
<tr>
<td>State:</td>
<td>Tx</td>
</tr>
<tr>
<td>Zip:</td>
<td>78207</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Franklin Park Overlook, Ltd</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Phone:</td>
<td>2103542400</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Our Casas Resident Council, Inc.**
   - TDHCA Experience: Yes

2. **Roman Pena**
   - TDHCA Experience: Yes

3. **Henrietta F. LaGrange**
   - TDHCA Experience: Yes

4. **Richard Gonzalez**
   - TDHCA Experience: Yes

5. **Laura Sosa**
   - TDHCA Experience: Yes

6. **Dario Chapa**
   - TDHCA Experience: Yes

**Org. 2**

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Our Casas Resident Council, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2300 W. Commerce St., Ste 218</td>
</tr>
<tr>
<td>City:</td>
<td>San Antonio</td>
</tr>
<tr>
<td>State:</td>
<td>Tx</td>
</tr>
<tr>
<td>Zip:</td>
<td>78207</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Franklin Park Overlook GP LLC</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Date formed:</td>
<td>1990</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Phone:</td>
<td>2103542400</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ourcasas@stic.net">ourcasas@stic.net</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Roman Pena**
   - TDHCA Experience: Yes

2. **Angela Garcia**
   - TDHCA Experience: Yes

3. **Henrietta F. LaGrange**
   - TDHCA Experience: Yes

4. **Richard Gonzalez**
   - TDHCA Experience: Yes

5. **Laura Sosa**
   - TDHCA Experience: Yes

6. **Dario Chapa**
   - TDHCA Experience: Yes

**Org. 3**

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Our Casas Resident Council, Inc. (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Tx</td>
</tr>
<tr>
<td>Zip:</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Date formed:</td>
<td></td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
</tr>
<tr>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **David Soto**
   - TDHCA Experience: Yes

2. **Angela Garcia**
   - TDHCA Experience: Yes

3. **Henrietta F. LaGrange**
   - TDHCA Experience: Yes

4. **Roman Pena**
   - TDHCA Experience: Yes

5. **Richard Gonzalez**
   - TDHCA Experience: Yes

6. **Laura Sosa**
   - TDHCA Experience: Yes
<table>
<thead>
<tr>
<th>Org.</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>SLP/DEV/GUAR</td>
<td>21260 Gathering Oak, Ste. 101</td>
<td>San Antonio</td>
<td>Tx</td>
<td>78260</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>GP - Franklin Dev</td>
<td>21260 Gathering Oak, Ste. 101</td>
<td>San Antonio</td>
<td>Tx</td>
<td>78260</td>
</tr>
</tbody>
</table>

| Name(s) of Entities the Organization Owns or Controls: | Franklin Development Properties, Ltd. |

| Organization legally formed? | Yes | Date formed: | 10/21/2004 | Legal Org is or will be: | Limited Partnership |

| Previous TDHCA Experience? | Yes | Phone: | 2104832413 | Email: | edgar@franklinmgmt.net |

Organizations identified on Org. Chart:

| Ability to exercise Control over the Development? | Yes |

List of Sub-Entities or Principals:

1. FDLGP, LLC  
   TDHCA Experience: Yes

2. Aubra Franklin  
   TDHCA Experience: Yes

3.  
   TDHCA Experience: 

4.  
   TDHCA Experience: 

5.  
   TDHCA Experience: 

6.  
   TDHCA Experience: 

Organizations identified on Org. Chart:

| Ability to exercise Control over the Development? | Yes |

List of Sub-Entities or Principals:

1. Aubra Franklin  
   TDHCA Experience: Yes

2.  
   TDHCA Experience: 

3.  
   TDHCA Experience: 

4.  
   TDHCA Experience: 

5.  
   TDHCA Experience: 

6.  
   TDHCA Experience: 

Organizations identified on Org. Chart:

| Ability to exercise Control over the Development? |   |

List of Sub-Entities or Principals:

1.  
   TDHCA Experience: 

2.  
   TDHCA Experience: 

3.  
   TDHCA Experience: 

4.  
   TDHCA Experience: 

5.  
   TDHCA Experience: 

6.  
   TDHCA Experience: 

Organizations identified on Org. Chart:

| Ability to exercise Control over the Development? |   |

List of Sub-Entities or Principals:

1.  
   TDHCA Experience: 

2.  
   TDHCA Experience: 

3.  
   TDHCA Experience: 

4.  
   TDHCA Experience: 

5.  
   TDHCA Experience: 

6.  
   TDHCA Experience: 

Organizations identified on Org. Chart:

<p>| Ability to exercise Control over the Development? |   |</p>
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<th>Name</th>
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<th>City</th>
<th>State</th>
<th>Zip</th>
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<tr>
<td>Roman Pena</td>
<td>President / Chairman</td>
<td>514 W. Commerce</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78207</td>
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<tr>
<td></td>
<td></td>
<td>(210) 367-3883</td>
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<tr>
<td>Angela Garcia</td>
<td>Vice President</td>
<td>2731 Mistletoe</td>
<td>San Antonio</td>
<td>Texas</td>
<td>78228</td>
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<td></td>
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<tr>
<td>Henrietta F. LaGrange</td>
<td>Treasurer</td>
<td>2535 W. Mulberry Ave.</td>
<td>San Antonio</td>
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<td>Richard Gonzalez</td>
<td>Secretary</td>
<td>4406 Jesse Bowman St.</td>
<td>San Antonio</td>
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<tr>
<td>Laura Sosa</td>
<td>Board Member</td>
<td>218 Lively</td>
<td>San Antonio</td>
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<tr>
<td>David Soto</td>
<td>Board Member</td>
<td>930 W. Kings Highway</td>
<td>San Antonio</td>
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<tr>
<td>Dario Chapa</td>
<td>Executive Director</td>
<td>2300 W. Commerce, Ste. 218</td>
<td>San Antonio</td>
<td>Texas</td>
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EXHIBIT I
June 15, 2018

Ms. Lucilla Diaz
Franklin Development
21260 Gathering Oak Suite 101
San Antonio, TX 78260

Re: Phase I Environmental Site Assessment
Includes TDHCA 10.305 ESA Rules and Guidelines
The Village at Overlook Senior Apartments
US 281 at Overlook Parkway – 9.427 Acres
Bexar County
San Antonio, Texas

InTEC of San Antonio L.P Project No S183008

Dear Ms. Diaz:

“The ESA indicates 9.247 acres were analyzed. The site control contract indicates the Development Site is 9.427 acres and the site plan indicates +/- 9.4 acres. Submit confirmation from the ESA report provider that the entire Development Site was analyzed.”

This letter will serve to confirm 9.427 acres were analyzed using the original survey provided at the time services requested and that the report currently shows a typo of 9.247 acres.

Sincerely,

InTEC of San Antonio, LP

Randall W Connell, EP
Environmental Professional
Project Manager
Environmental Services Division

Murali Subramanian, Ph.D., P.E.

Copies: one, via email
Tab 47

Third Party Reports

ESA Certification
The Village at Overlook
Additional ESA Certification

Per the ESA prepared for The Village at Overlook, Franklin Park Overlook, Ltd. certifies that it will comply with any and all recommendations made by the ESA provider.

[Signature]
Ryan Wilson
Authorized Representative

2-27-19
Date
9.4 +/- ACRES

NOTE:
- PARKING MEETS LOCAL PARKING REQUIREMENTS OF 1 SPACE PER UNIT
- TOTAL ACCESSIBLE HANDICAP VAN PARKING SPACES PROVIDED: 3 SPACES
- TOTAL ACCESSIBLE HANDICAP PARKING SPACES PROVIDED: 18 SPACES

LEGEND:
- H/C ACCESSIBLE HANDICAP UNIT (9 TOTAL)
- S/H SIGHT AND HEARING IMPAIRED UNIT (4 TOTAL)
- ACCESSIBLE ROUTES
CONFIDENTIAL & ATTORNEY CLIENT PRIVILEGED

MEMORANDUM

TO: Franklin Development Company (c/o Lucila Diaz)

DATE: June 15, 2018

RE: Summary Regarding a Municipality’s Regulatory Authority in its Extraterritorial Jurisdiction

The purpose of this memorandum is to briefly summarize whether a home-rule municipality, in the state of Texas, like the City of San Antonio, has regulatory authority in its extraterritorial jurisdiction (ETJ). In short, a Texas home-rule municipality has some regulatory authority in its ETJ, as further described below.

To have the authority to enforce municipal ordinances and regulations outside a municipality’s corporate limits, an express grant of authority for such must be provided by the Texas Constitution or a Texas statute (i.e. a legislative grant of authority). For example, the Texas Local Government Code provides municipalities with the express authority to regulate various matters in their ETJ including, but not limited to, subdivision regulations, sign regulations, impact fee regulations, and regulations related to development agreements and certain districts in the ETJ. In Bizios v. Town of Lakewood Village, the court further describes, and provides specific examples of, the various authority a municipality has in its ETJ, referencing Texas Local Government Code Chapter 212 (regarding subdivision regulations), Chapter 214 (regarding housing/structure regulations), Chapter 216 (regarding sign regulations), Chapter 372 (regarding improvement project regulations), Chapter 377 (regarding certain development district regulations), and Chapter 395 (regarding impact fee regulations), among others.¹ Therefore, although a municipality does not possess the unlimited authority to regulate land development in its ETJ, a municipality does have some legislative grant of authority for various matters as described.²

The City of San Antonio (City) has specifically codified some of its ETJ authority in Chapter 35 of the City’s Unified Development Code (UDC). An example of such authority is the City’s subdivision regulations. Division 4 (Subdivisions), Section 35-430(a)(1), of the UDC provides, “The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of the city who divides the tract in two (2) or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay

¹ See Bizios v. Town of Lakewood Village, 453 S.W.3d 598, 2-4 (2014).
² See id.
out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared” (emphasis added). As mentioned-above, this statutory authority stems from Chapter 212, Section 212.003(a), of the Local Government Code which provides, “The governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances adopted under Section 212.002 and other municipal ordinances relating to access to public roads or the pumping, extraction, and use of groundwater by persons other than retail public utilities ...” (emphasis added). Moreover, in the Preamble of Division 4 of the UDC, the City expresses that “[t]he city is specifically granted the authority under the provision of ... Local Government Code Chs. 42, 43, and 212, to establish by ordinance rules and regulations governing plats and subdivisions of land within its corporate limits and area of extraterritorial jurisdiction, in order to promote the public health, safety and general welfare, and, in particular, to promote the safe, orderly, and healthful development of the city” (emphasis added). Therefore, development in the City’s ETJ is subject to the City’s subdivision regulations, which may generally include rules and procedures for plats, the subdivision of land, and the extension of the City’s streets, major thoroughfares and public utilities.³

In conclusion, it is evident that a Texas home-rule municipality, like the City, has some regulatory authority of land development in its ETJ, but such authority must be an express legislative grant of authority, as may be found in the (aforementioned) statutory provisions of the Texas Local Government Code.

Enclosed attachments:

Exhibit A – Section 212.003 of the Texas Local Government Code
Exhibit B – Division 4 Preamble and Section 35-430(a)(1) of the UDC
Exhibit C – Bizios v. Town of Lakewood Village, 453 S.W.3d 598 (2014)

³ See Preamble, Division 4 (Subdivisions) of the Unified Development Code, City of San Antonio, Texas.
V.T.C.A., Local Government Code § 212.003

§ 212.003. Extension of Rules to Extraterritorial Jurisdiction

Effective: September 1, 2003

Currentness

(a) The governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances adopted under Section 212.002 and other municipal ordinances relating to access to public roads or the pumping, extraction, and use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health. However, unless otherwise authorized by state law, in its extraterritorial jurisdiction a municipality shall not regulate:

(1) the use of any building or property for business, industrial, residential, or other purposes;

(2) the bulk, height, or number of buildings constructed on a particular tract of land;

(3) the size of a building that can be constructed on a particular tract of land, including without limitation any restriction on the ratio of building floor space to the land square footage;

(4) the number of residential units that can be built per acre of land; or

(5) the size, type, or method of construction of a water or wastewater facility that can be constructed to serve a developed tract of land if:

(A) the facility meets the minimum standards established for water or wastewater facilities by state and federal regulatory entities; and

(B) the developed tract of land is:

(i) located in a county with a population of 2.8 million or more; and

(ii) served by:
§ 212.003. Extension of Rules to Extraterritorial Jurisdiction, TX LOCAL GOVT § 212.003

(a) on-site septic systems constructed before September 1, 2001, that fail to provide adequate services; or

(b) on-site water wells constructed before September 1, 2001, that fail to provide an adequate supply of safe drinking water.

(b) A fine or criminal penalty prescribed by the ordinance does not apply to a violation in the extraterritorial jurisdiction.

(c) The municipality is entitled to appropriate injunctive relief in district court to enjoin a violation of municipal ordinances or codes applicable in the extraterritorial jurisdiction.

Credits

Notes of Decisions (15)

V. T. C. A., Local Government Code § 212.003, TX LOCAL GOVT § 212.003
Current through the end of the 2017 Regular and First Called Sessions of the 85th Legislature

EXHIBIT B
DIVISION 4. - SUBDIVISIONS

STATEMENT OF PURPOSE

This division establishes the general rules and regulations governing plats, the subdivision of land, and the procedures for the extension of the city's streets, major thoroughfares and public utilities. It shall apply to all property within the City of San Antonio and its area of extraterritorial jurisdiction. The Home Rule Enabling Act, Article I, Section 3, and the City Charter are authority for the city to regulate the filing of subdivision plats within the city. The city is specifically granted the authority under the provision of V.T.C.A. Local Government Code Chs. 42, 43, and 212, to establish by ordinance rules and regulations governing plats and subdivisions of land within its corporate limits and area of extraterritorial jurisdiction, in order to promote the public health, safety and general welfare, and, in particular, to promote the safe, orderly, and healthful development of the city. In accordance with the City Charter and V.T.C.A. Local Government Code Ch. 212, the city council hereby finds and determines that the procedures and standards of this chapter will ensure that all plans or plats conform to the:

- General plan of the city, its streets, major thoroughfares, and public utility facilities, including those which have been or may be laid out; and

- General plan for the extension of the city, its streets, major thoroughfares, water and sewer mains and other instrumentalities of public utilities within the city and its area of extraterritorial jurisdiction.

For purposes of this division, the "general plan" means and refers to the master plan. The city council hereby finds and determines that the provisions of this chapter are consistent with the general plan.

The city council finds that in order to promote the public health, safety, and general welfare it is necessary to adopt this chapter:

- To establish general rules and regulations to govern plats and subdivisions of land within the corporate limits, and

- To extend the general rules and regulations to govern plats and subdivisions of land to the area of extraterritorial jurisdiction, and
• To establish procedures for implementing the major thoroughfare plan for existing and planned extension of the city's major thoroughfares and streets within the corporate limits of the city and the area of its extraterritorial jurisdiction, and

• To establish plans and specifications governing extension of water and sewer mains and other instrumentalities of public utilities within the city and its area of extraterritorial jurisdiction.

The city council finds that this chapter, through its establishment of a general regulatory system for development and the subdivision of land will provide for the safe, orderly and healthful development of the city.

(Ord No. 98697 § 6)
Sec. 35-430. - Applicability and General Rules.

(a) Subdivisions Subject to this Section.

(1) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of the city who divides the tract in two (2) or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. The division of a tract of land for any of the purposes specified herein does not require a transfer of title of all or part of the tract.

The owner of a tract of land situated within San Antonio's corporate limits or extraterritorial jurisdiction shall cause a plat to be made thereof upon a request for utility service or a building permit; or upon dividing the tract in two (2) or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts unless a specific exception to such requirement is provided for in subsection 35-430(c). A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance, or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five (5) acres, where each part has access and no public improvement is being dedicated. For purposes of this subsection, access shall mean a minimum frontage of twenty (20) feet on a platted public or private street or an irrevocable platted ingress/egress easement.
EXHIBIT C
453 S.W.3d 598
Court of Appeals of Texas, Fort Worth.

Harry BIZIOS, Appellant
v.
TOWN OF LAKEWOOD VILLAGE, Texas, Appellee

NO. 02-14-00143-CV

DELIVERED: December 31, 2014

Synopsis

Background: Town brought action against landowner, seeking injunction to stop landowner's construction until landowner obtained town building permit. The 431st District Court, Denton County, granted temporary injunction. Landowner brought interlocutory appeal.

[IIolding:] The Court of Appeals, Bob McCoy, J., held that as a matter of first impression, town, as general-law municipality, did not have authority to extend its building code to its extraterritorial jurisdiction (ETJ).

Reversed and remanded.

Cases that cite this headnote


↓ Source and Scope of Power

Zoning and Planning

↓ Strict or liberal construction in general

Because a municipality possesses authority to regulate land development in its extraterritorial jurisdiction (ETJ) only to the extent the municipality is legislatively granted that authority, legislatively-created express limitations to that grant of authority are construed strictly against the authority of the municipality and in favor of the landowner.

Cases that cite this headnote


↓ Powers and functions of local government in general

A municipality's power normally ends at the city limit and does not automatically include the extraterritorial jurisdiction (ETJ); rather, a city may only extend its authority to the ETJ if authorized by the State.

Cases that cite this headnote

FROM THE 431ST DISTRICT COURT OF DENTON COUNTY, TRAIL COURT *599 NO. 14-01991-431, Jonathan M. Bailey, Judge
Attorneys and Law Firms

David F. Johnson, Arthur J. Anderson, Winstead PC, Dallas, for Appellant.

William Andrew Messer, Jennifer W. Decurtis, Brenda N. McDonald, Messer, Rockefeller & Fort, PLLC, Frisco, for Appellee.

PANEL: MCCOY, MEIER, and GABRIEL, JJ.

OPINION

BOB MCCOY, JUSTICE

In this accelerated interlocutory appeal, Appellant Harry Bizios complains of the trial court’s injunction requiring him to obtain permits from and allow building inspections by Appellee the Town of Lakewood Village pursuant to the Town’s ordinances. See Tex. Civ. Prac. & Rem.Code Ann. § 51.014(a)(4) (West Supp.2014). In his first of three issues, Bizios contends that the Town, as a Type-A general-law municipality with approximately 620 inhabitants, does not have constitutional or statutory authority to apply its building code to its extraterritorial jurisdiction (ETJ). In his second issue, he argues that even if the Town had such authority, it does not apply here because the Town is prohibited from applying its subdivision regulations to his property under local government code section 212.007. See Tex. Loc. Gov’t Code Ann. § 212.007 (West 2008).

The Town is surrounded by a half-mile ETJ that encompasses a portion of the Sunrise Bay subdivision where Bizios started to build his home in March 2014. The Town does not provide any services to the subdivision; Little Elm, a more populous home-rule city, provides water to the subdivision, each lot has an individual septic system, and Denton County maintains the subdivision’s roads outside of Little Elm’s city limits. Little Elm and Denton County approved the subdivision’s final plat in 1995. No plat was filed with the Town.

Bizios bought his lot, which is located entirely in the Town’s ETJ, in 2013. Bizios applied for and received a development permit from Denton County. It is undisputed that short of the Town’s building permit, Bizios had obtained all of the permits required to build his home. The Town sought and received a temporary injunction against Bizios to stop construction on his lot until he obtained the Town’s building permit. The Town relied on local government code section 212.003 and “Chapter 212” to support its claim to relief in the trial court, contending that Bizios had violated ordinance 11–16.

[1] While we review a trial court’s grant of a temporary injunction for an abuse of discretion, Butnaru v. Ford Motor Co., 84 S.W.3d 198, 204 (Tex.2002) (op. on reh’g), the temporary injunction’s validity here rests upon the trial court’s construction of the local government code, which we review de novo. See City of Garland v. Dallas Morning News, 22 S.W.3d 351, 357 (Tex.2000); El Paso Natural Gas Co. v. Minco Oil & Gas, Inc., 8 S.W.3d 309, 312 (Tex.1999). In construing a statute, our objective is to determine and give effect to the legislature’s intent, looking first to the plain and common meaning of the statute’s words. State v. Gonzalez, 82 S.W.3d 322, 327 (Tex.2002) (quoting Fitzgerald v. Advanced Spine Fixation Sys., Inc., 996 S.W.2d 864, 865 (Tex.1999)); see also Tex. Gov’t Code Ann. § 312.005 (West 2013) (“In interpreting a statute, a court shall diligently attempt to ascertain legislative intent and shall consider at all times the old law, the evil, and the remedy.”); Am. Home Prods. Corp. v. Clark, 38 S.W.3d 92, 95 (Tex.2000) (“When we construe a statute, our objective is to determine and give effect to the Legislature’s intent.”). If a statute’s meaning is unambiguous, we generally interpret the statute according to its plain meaning. Gonzalez, 82 S.W.3d at 327. We determine legislative intent from the entire act and not just its isolated portions. Id. (citing Jones v. Fowler, 969 S.W.2d 429, 432 (Tex.1998)). Thus, we “read the statute as a whole and interpret it to give effect to every part.” Id. (quoting Jones, 969 S.W.2d at 432).

[2] The issue here is whether the Town, as a general-law municipality, has the authority to extend its building code to its ETJ. The Town argues that the legislature has given it authority to regulate development and thus to extend its building code to its ETJ under local government code sections 212.002 and 212.003; it also relies on sections 214.212, 214.904(a), and 233.153(c) to support its argument. See Tex. Loc. Gov’t Code Ann. §§ 212.002-.003, 214.212, 214.904 (West 2008), §§ 233.153(c) (West Supp.2014).

[3] [4] Because a municipality possesses authority to regulate land development in its ETJ only to the extent it...
is legislatively granted that authority, legislatively-created express limitations to that grant of authority—such as local government code section 212.003—are construed strictly against the authority of the municipality and in favor of the landowner. Town of Annetta S. v. Seadrift Dev., LP., 446 S.W.3d 823, 826 (Tex.App.—Fort Worth 2014, pet. filed); see also FM Props Operating Co. v. City of Austin, 22 S.W.3d 868, 902 (Tex.2000) ("[A] city's authority to regulate land development in its ETJ is wholly derived from a legislative grant of authority."); Milestone Potranco Dev., Ltd. v. City of San Antonio, 298 S.W.3d 242, 247 (Tex.App.—San Antonio 2009, pet. denied) (stating that the similarities between zoning ordinances that a municipality may adopt under section 211.003 and the list of items a municipality is prohibited from regulating under section 212.003 reveals the legislature's intent to prohibit a municipality from regulating zoning-type uses in the ETJ). 5

*601 Local government code chapter 212, “Municipal Regulation of Subdivisions and Property Development,” contains eight subchapters, most of which are not pertinent to the issue before us. 6 Subchapter A, “Regulation of Subdivisions,” contains section 212.002, “Rules,” which provides that “a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.” 7 Tex. Loc. Gov't Code Ann. § 212.002 (emphasis added).

Section 212.003(a), the first subsection under the heading, “Extension of Rules to Extraterritorial Jurisdiction,” states,

The governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances adopted under Section 212.002 and other municipal ordinances relating to access to public roads or the pumping, extraction, and use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health. However, unless otherwise authorized by state law, in its extraterritorial jurisdiction a municipality shall not regulate:

(1) the use of any building or property for business, industrial, residential, or other purposes;

(2) the bulk, height, or number of buildings constructed on a particular tract of land;

(3) the size of a building that can be constructed on a particular tract of land, including without limitation any restriction on the ratio of building floor space to the land square footage;

(4) the number of residential units that can be built per acre of land; or

(5) the size, type, or method of construction of water or wastewater facility that can be constructed to serve a developed tract of land [upon various conditions not at issue here].

Id. § 212.003(a) (emphasis added). 8 As we stated in Town of Annetta South, “The purpose of these restrictions on a municipality's authority to impose regulations on land in the municipality's ETJ is to prohibit the municipality's extension of zoning ordinances into its ETJ under the guise of cleverly drafted rules 'governing plats and subdivisions of land.' ” 446 S.W.3d 823, 827. Therefore, unless otherwise authorized by state law, per section 212.003(a)'s plain language, a municipality cannot extend its ordinances as to the use of any building or the bulk, height, or size of such buildings, among other things, into its ETJ, which is what the Town purports to do in ordinance 10–01. 9 See id.; see also Tex. Loc. Gov't Code Ann. § 212.003(a)(1)-(2) (prohibiting regulation in the ETJ of use of buildings or bulk, height, or number of buildings without express authorization by other state law); Dallas Merchants & Concessionaire's Ass'n v. City of Dallas, 852 S.W.2d 489, 491 (Tex.1993) (stating that an ordinance that attempts to regulate a subject matter preempted by a state statute is unenforceable to the extent it conflicts with a state statute).

Further, section 212.007(a) provides that for “a tract located in the extraterritorial jurisdiction of more than one municipality, the authority responsible for approving a plat under this subchapter is the authority in the municipality with the largest population.” 10 Tex. Loc. Gov't Code Ann. § 212.007(a). As reflected through the testimony at the hearing, Little Elm, not the Town, had the authority to
approve the plat for Bizios’s subdivision and did so in 1995.

Subchapter B of chapter 212, “Regulation of Property Development,” grants a *603 municipality the authority to adopt plans, rules, or ordinances governing development plats of land within its limits and in its ETJ. Id. § 212.044. “Development” under subchapter B means “the new construction or the enlargement of any exterior dimension of any building, structure, or improvement.” Id. § 212.043(1). Anyone who proposes to develop a tract of land located in the municipality or its ETJ under this subchapter must have a development plat of the tract prepared in accordance with the applicable plans, rules, or ordinances of the municipality, id. § 212.045(a), but if a person is required under subchapter A or another ordinance to file a subdivision plat, “a development plat is not required in addition to the subdivision plat,” id. § 212.045(d) (emphasis added).

To obtain the authority to require a development plat under subchapter B, the municipality must adopt subchapter B, and the Town has not done so. See id. § 212.041. Any provisions of subchapter A that do not conflict with subchapter B apply to subchapter B’s development plats. Id. § 212.042. While the municipality, county, or other official who issues building or other development permits may not issue a permit for lots or tracts subject to this subchapter until a development plat is filed with and approved by the municipality under section 212.047,11 id. § 212.046, “[i]t is subchapter does not authorize the municipality to require municipal building permits or otherwise enforce the municipality’s building code in its extraterritorial jurisdiction.” Id. § 212.049 (emphasis added). Because the subdivision plat of Bizios’s neighborhood was already approved by the municipality with authority to approve it, and because even if Little Elm had not previously approved the subdivision plat, the Town has not adopted subchapter B, subchapter B does not apply here, but the existence of subchapter B shows some evidence of the legislature’s intent that a municipality not be authorized to enforce its building code in its ETJ.12 See id. § 212.049.

*604 We have also reviewed chapter 214, which governs municipal regulation of housing and other structures, and chapter 233, which governs the same to counties. See id. §§ 214.001–906 (West 2008), §§ 233.001–901 (West 2005 & Supp.2014). Subchapter G of chapter 214, “Building and Rehabilitation Codes,” provides that the International Residential Code “is adopted as a municipal residential building code in this state.” Id. §§ 214.211–212(a). However, the legislature restricted its application to “all construction, alteration, remodeling, enlargement, and repair of residential structures in a municipality.” Id. § 214.212(b) (emphasis added). Although section 214.904, “Time for Issuance of Municipal Building Permit,” states that “[i]t this section applies only to a permit required by a municipality to erect or improve a building or other structure in the municipality or its extraterritorial jurisdiction,” id. § 214.904, we read this section in conjunction with the rest of the subchapter to apply to the municipalities granted such capacity, i.e., home-rule municipalities, see, e.g., id. § 214.901 (stating that a home-rule municipality may require that the construction of buildings comply with the energy conservation standards in the municipal building code), and in the context of other specific local government code provisions that expressly grant authority to extend a regulation into an ETJ. See id. § 216.902 (West 2008) (authorizing municipality to extend outdoor sign regulation to ETJ), § 372.003 (West Supp.2014) (authorizing municipality to undertake improvement project in ETJ), § 377.002 (West 2005) (authorizing municipality to create municipal development district in ETJ), § 382.109 (West Supp.2014) (requiring road projects to meet all applicable standards of each municipality in whose ETJ a district improvement project is located), § 395.011 (West 2005) (authorizing municipality to impose impact fee in ETJ).

Subchapter F of chapter 233, “Residential Building Code Standards Applicable to Unincorporated Areas of Certain Counties,” was adopted by order of the Denton County Commissioners Court in January 2010 to apply to “certain residential construction in unincorporated areas of Denton County.” See id. § 233.152. This *605 subchapter requires new residential construction in an area of the county to which the subchapter applies to conform with the International Residential Code unless “a municipality located within a county to which this subchapter applies has adopted a building code in the municipality’s extraterritorial jurisdiction,” in which case the municipality’s building code controls “and building code standards under this subchapter have no effect in the municipality’s extraterritorial jurisdiction.” Id. § 233.153(a), (c). Again, as nothing in the local government code explicitly authorizes a general law municipality to extend its building code to its ETJ, we read this section
as applying to home-rule municipalities because a general-law municipality can exercise only those powers that the legislature confers on it by law. See City of W. Lake Hills v. Westwood Legal Defense Fund, 598 S.W.2d 681, 683 (Tex.Civ.App.—Waco 1980, no writ.). Because none of the statutes referenced by the Town expressly grant a general-law municipality the authority to extend its building code into its ETJ, and because we have otherwise found none that does so, the trial court abused its discretion by granting the injunction. See Tex. Dep't of Transp. v. City of Sunset Valley, 146 S.W.3d 637, 645 (Tex.2004) (“General-law municipalities ... are political subdivisions created by the State and, as such, possess those powers and privileges that the State expressly confers upon them.”); cf. Tex. Loc. Gov't Code Ann. § 51.072 (West 2008) (stating that a home-rule municipality “has full power of local self-government”); Proctor v. Andrews, 972 S.W.2d 729, 733 (Tex.1998) (op. on reheg) (“While a home rule city ... has all the powers of the state not inconsistent with the Constitution, the general laws, or the city's charter, Tex. Const. art. XI, § 5, these broad powers may be limited by statute when the Legislature's intention to do so appears 'with unmistakable clarity.' ”); Forwood v. City of Taylor, 147 Tex. 161, 167, 214 S.W.2d 282, 286 (1948) (explaining that a home rule municipality has full authority to do anything the legislature could have authorized it to do). We sustain Bizios's first and second issues and, based on our disposition here, we do not reach his remaining issue pertaining to vested rights under local government code chapter 245. See Tex.R.App. P. 47.1.

Having sustained Bizios's dispositive issues, we reverse the trial court's order and remand the case to the trial court for further proceedings.

All Citations
453 S.W.3d 598

Footnotes
1 An ETJ is “the unincorporated area that is contiguous to the corporate boundaries of the municipality” and is located within a specified distance of those boundaries depending upon the municipality’s population. Tex. Loc. Gov't Code Ann. § 42.021 (West Supp.2014).
2 The rest of the subdivision is located in Little Elm and Little Elm's ETJ.
3 Linda Asbell, secretary for the Town, testified that the Town would charge Bizios around $14,646 as a building permit fee for his house and that the only services it would in turn supply would be "building department services" because Bizios was not within the Town's city limits. Alan Hoffman, Bizios's homebuilder, testified that he did not see anything in the Town's building permit regulation process that would enhance the health, safety, or durability of the $1.2 million house he was building on Bizios's two-acre lot.
4 This is an issue of first impression in this court. See Rhino Real Estate Invs., Inc. v. City of Runaway Bay, No. 02–08–00340–CV, 2009 WL 2196131, at *1 n.4, *2 (Tex.App.—Fort Worth July 23, 2009, no pet.) (mem.op.) (disposing appeal on another ground and not reaching city's argument that it had authority under section 212.002 to extend its building code ordinances to its ETJ); see also Hartsell v. Town of Talty, 130 S.W.3d 325, 327–29 (Tex.App.—Dallas 2004, pet. denied) (resolving case under local government code chapter 245 instead of reaching whether town had authority to extend building code ordinance to its ETJ).
5 A municipality's power normally ends at the city limit and does not automatically include the ETJ; rather, a city may only extend its authority to the ETJ if authorized by the State. See Payne v. Massey, 145 Tex. 237, 240, 196 S.W.2d 493, 495 (1946) (“Municipalities ... possess only such powers and privileges as have been expressly or impliedly conferred upon them. All acts done by them must find authority in the law of their creation.”); City of Lubbock v. Phillips Petroleum Co., 41 S.W.3d 149, 159 (Tex.App.—Amarillo 2000, no pet.) (noting that "a city may only exercise its powers within its corporate limits unless its authority is expressly extended"); City of Sweetwater v. Hamner, 259 S.W. 191, 195 (Tex.Civ.App.—Fort Worth 1923, writ dism'd) (holding that all the powers and privileges conferred on a municipality by the constitution and legislature apply only within the municipality's boundaries, and a municipality can only extend its power outside city limits when granted express legislative authority).
6 Chapter 212's subchapters address not only the regulation of subdivisions and property development but also enforcement of land-use restrictions in plats and other instruments, developer sureties, school land development, county-owned buildings, and apportionment of municipal infrastructure costs, among others. See generally Tex. Loc. Gov't Code Ann. §§ 212.001–904 (West 2008 & Supp.2014).
Subchapter A does not define "development." Subchapter B defines "development" for that subchapter's purposes. Tex. Loc. Gov't Code Ann. § 212.043(1). Although the Town relies on "development" as mentioned in section 212.002 to support its argument, nothing in subchapter B states that its definitions apply to any other subchapter, and the Town states in its appellate brief that subchapter B does not apply to it.

In comparison, local government code chapter 211 addresses general zoning regulations within a municipality and permits the governing body of a municipality to regulate the height, number of stories, and size of buildings and other structures; the percentage of a lot that may be occupied; the size of yards, courts, and other open spaces; and the location and use of buildings and land for residential purposes, among other things. See Tex. Loc. Gov't Code Ann. § 211.003 (West 2008).

Under ordinance 10–01, the Town seeks to apply its "uniform and minimum standards for the construction, erection, and maintenance of buildings and other structures in order to protect and promote the public health, safety, and welfare of the citizens of the Town and the Extraterritorial Jurisdiction of the Town." Ordinance 10–01 contains the following new construction requirements, among others: "[t]here shall be a garage size requirement on all new construction of a minimum of 25 feet in width and 22 feet in depth," "[t]here shall be no buildings, residential or commercial, that exceed 35 foot in height," and "[s]econdary structures will be permitted as new construction with minimum square footage requirements waived as long as secondary structure is contained within the property lines of the primary residence lot(s) and required setbacks are met." For this, and other services, the Town charges the following fees: $125 for each square foot of the building in the ETJ for a building permit; $250 for flatwork, other than foundations, such as sidewalks, driveways, and patios for the first two inspections, followed by $75 per inspection after the second inspection; 65% of the building permit fee as a plan review fee, which "is a separate fee from all other fees and is in addition to the permit fee"; annual registration fees of $300 for a general contractor and $100 for subcontractors—the Town requires contractors to submit to its registration process to work on the construction job; $150 for a fence permit; $150 for an electrical permit, $150 for a plumbing permit; and $300 as a Board-of-Appeals fee for structures over 5,001 square feet, among others.

Although the Town argues that the "tract" at issue here was Bizios's lot, which was entirely within its ETJ, in the context of subchapter A of chapter 212, which covers regulation of subdivisions, we understand the reference to "tract" here to mean a larger tract that has been subdivided into lots, per the plat requirement set out in section 212.004, which states, in pertinent part, "The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract ... must have a plat of the subdivision prepared." Tex. Loc. Gov't Code Ann. § 212.004(a).

Section 212.047 provides that a municipality shall endorse approval on a development plat with it if the plat conforms to the general plans, rules, and ordinances of the municipality concerning its current and future streets, sidewalks, alleys, parks, playgrounds, and public utility facilities, as well as the general plans, rules, and ordinances for the extension of the municipality or the extension, improvement, or widening of its roads, streets, and public highways in the municipality and its ETJ, taking into account access to and extension of sewer and water mains and instrumentalities of public utilities, as well as any general plans, rules, or ordinances adopted under section 212.044. Tex. Loc. Gov't Code Ann. § 212.047. Approval of a development plat is not considered an acceptance of any proposed dedication for public use or use by persons other than the owner of the property covered by the plat and does not impose on the municipality any duty regarding the maintenance or improvement of any purportedly dedicated parts until the municipality's governing body makes an actual appropriation of the dedicated parts by formal acceptance, entry, use, or improvement. Id. § 212.048.

The Town argues that under section 212.003, it can adopt a building code in its ETJ because of the use of the word "development" in section 212.002 and that subchapter A authorizes the extension because extending its building code promotes development. However, when the legislature enacts a statute, it is presumed that "the entire statute is intended to be effective." Tex. Gov't Code Ann. § 311.021(2) (West 2013). If the Town's interpretation were correct and section 212.002 included the regulation of development of housing under subchapter A, then there would be no reason for Subchapter B.

Before the legislature added subchapter B, the Dallas Court of Appeals held that "subdivision of land suggests development." City of Lucas v. N. Tex. Mun. Water Dist., 724 S.W.2d 811, 818 (Tex.App.—Dallas 1986, writ ref'd n.r.e.) (op. on reh'g). This case was decided under article 970a, section 4 of the revised civil statutes, which became section 212.003, id. at 817–18, 820, Article 970a, section 4 provided, in pertinent part, "The governing body of any city may extend by ordinance to all of the area under its extraterritorial jurisdiction the application of such city's ordinance establishing rules and regulations governing plats and the subdivision of land." Act of April 25, 1963, 58th Leg., R.S., ch. 160, § 4, 1963 Tex. Gen. Laws 449, 449, repealed by Act of April 30, 1987, 70th Leg., R.S., ch. 149, § 49, 1987 Tex. Gen. Laws 1306, 1306–08. As set out above, section 212.003 contains substantially more limitations on a municipality's authority.
to extend its subdivision rules into its ETJ. See Tex. Loc. Gov't Code Ann. § 212.003(a). In Lucas, on rehearing, the court clarified that the city's requirement of a building permit before construction in its ETJ was supported by article 970a because "use of the term [subdivision] is not restricted to the division itself but also encompasses the development of the divided tracts." Id. at 823. The court concluded that the power over subdivisions conferred by article 970a "necessarily or fairly implies a right to issue regulations governing construction of housing, buildings, and the components thereof." Id. at 823–24. When the court decided Lucas, it might have been logical to infer this meaning because the legislature had not spoken otherwise; after Lucas, however, the legislature added restrictions to section 212.003(a) and added subchapter B, distinguishing "development" as separate from "subdivision and plats." See Tex. Loc. Gov't Code Ann. § 212.043(1) (defining "development"); City of Austin v. Jamaal, 662 S.W.2d 779, 781 (Tex.App.—Austin 1983, writ dism'd) (noting that the court must give effect to the more specific statute so as not to make it superfluous); see also Tex. Gov't Code Ann. § 311.026(a) (West 2013) ("If a general provision conflicts with a special or local provision, the provisions shall be construed, if possible, so that effect is given to both.").

That is, we read these sections to mean that if a municipality—i.e., a home-rule municipality—already has the authority to extend its building code to its ETJ, then it is subject to these sections. See id. § 214.901 (allowing a home-rule municipality to require that building construction comply with its municipal building code's energy conservation standards), § 214.904(b)-(d) (setting out timing requirements for the issuance of a permit). In order for power to be implicitly granted, it should be "reasonably incident to those expressly granted," see City of W. Lake Hills, 598 S.W.2d at 683, and as set out above, the local government code does not expressly grant to a general law municipality the authority to extend any portion of its building code to the ETJ. If the legislature had intended for a general-law municipality to extend its building code into the ETJ, it would have expressly granted that authority. Cf. Tex. Loc. Gov't Code Ann. §§ 216.902, 372.003, 377.002, 382.109, 395.011.
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. The development includes elevator served buildings, yet all of the accessible mobility and hearing/visual units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 28, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
June 25, 2018

Nicole Fisher  
Housing Specialist  
Texas Department of Housing & Community Affairs  
221 E. 11th Street  
Austin, Texas 78701

Re: 18086 – 9% HTC Application Deficiency Notice

Ms. Fisher:

In response to your Notice of June 21, 2018, please find the following:

1. The development includes elevator served buildings, yet all of the accessible mobility and hearing/visual units appear to be on the first floor. The accessible units should be distributed throughout the development, including floors.

   RESPONSE: See Attached Exhibit A. Accessible mobility and hearing/visual units are now distributed through the development, including floors.

Please let us know if further information is needed,

Sincerely,

Edgar Sandoval  
Authorized Representative
EXHIBIT A
## PROJECT SUMMARY

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<tr>
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<th>DESCRIPTION</th>
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<tr>
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<td>3</td>
<td>COMMUNITY CENTER AND MAINTENANCE FLOOR PLAN</td>
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### Net Rentable Square Footage by Building Type

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<td>B-2</td>
<td>128,212</td>
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</tbody>
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### Project Summary

**The Village at Overlook**

- **Type**: Description
- **S.F.**: Unconditioned Area
  - **Total Bldgs**: 14

#### Unit A-1
- One Bedroom, One Bath
- S.F.: 762
- A-1: 2
- A-2: 2
- A-3: 2
- A-4: 12
- A-5: 2
- A-6: 6
- Total: 50

#### Unit A-2
- One Bedroom, One Bath
- S.F.: 762
- A-1: 2
- A-2: 6
- A-3: 11
- A-4: 8
- A-5: 4
- Total: 31

#### Total Type A
- **S.F.:** 61,722
- **Units:** 81

#### Unit B-1
- Two Bedroom, Two Bath
- S.F.: 922
- B-1: 12
- B-2: 9
- Total: 45

#### Unit B-2
- Two Bedroom, Two Bath
- S.F.: 1250
- B-1: 4
- B-2: 20
- Total: 24

#### Total Type B
- **S.F.:** 66,490
- **Units:** 65

#### Total Unit Count
- 146

### Net Rentable Square Footage by Building Type

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<tr>
<th>Building Type</th>
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<tr>
<td>B-2</td>
<td>128,212</td>
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### Balcony Totals
- **Total:** 1322

### Breezeway Totals
- **Total:** 2160

### Community Center
- **S.F.:** 814

### Maintenance Room
- **S.F.:** 354

### Gross Square Footage
- **Total:** 17,594

### Project Total Area
- **Total:** 168,420

#### Total fully accessible handicap as required:
- 5% of 81 (Unit type A) = (4.05) 5 Units
- 5% of Unit type B = B1 (2.25) & B2 (1.0) = 4 Units

#### Total sight and hearing impaired units provided:
- 2% of 81 (Unit type A) = (1.62) 2 Units
- 2% of Unit type B = B1 (0.9) & B2 (0.4) = 2 Units

### Parking
- **Surface**: 1 Space/Unit Required
- **Total**: 146
- **Carport**: 60
- **Total**: 206

---

**PROJECT SUMMARY**

**THE VILLAGE AT OVERLOOK**

**JUNE 2018**

---
9.4 +/- ACRES

NOTE:
- PARKING MEETS LOCAL PARKING REQUIREMENTS OF 1 SPACE PER UNIT
- TOTAL ACCESSIBLE HANDICAP VAN PARKING SPACES PROVIDED: 3 SPACES
- TOTAL ACCESSIBLE HANDICAP PARKING SPACES PROVIDED: 18 SPACES

LEGEND:

H/C ACCESSIBLE HANDICAP UNIT (9 TOTAL)
S/H SIGHT AND HEARING IMPAIRED UNIT (4 TOTAL)

ACCESSIBLE ROUTES

PROPERTY LINE
PERIMETER FENCE
UTILITY EASEMENT
30' LANDSCAPE BUFFER
S/H LOCATED ON 1ST FLOOR
H/C LOCATED ON 1ST FLOOR
H/C LOCATED ON 2ND FLOOR
DETENTION
VAN ACCESSIBLE
100' SETBACK FROM POWERLINE
CONTROLLED ACCESS GATES
COMMUNITY CENTER & LEASING OFFICE
S/H LOCATED ON 1ST FLOOR
H/C LOCATED ON 2ND FLOOR
H/C ACCESSIBLE
VAN ACCESSIBLE
S/H LOCATED ON 1ST FLOOR
EXIT GATES

NOTE:
- PARKING MEETS LOCAL PARKING REQUIREMENTS OF 1 SPACE PER UNIT
- TOTAL ACCESSIBLE HANDICAP VAN PARKING SPACES PROVIDED: 3 SPACES
- TOTAL ACCESSIBLE HANDICAP PARKING SPACES PROVIDED: 18 SPACES

LEGEND:

H/C ACCESSIBLE HANDICAP UNIT (9 TOTAL)
S/H SIGHT AND HEARING IMPAIRED UNIT (4 TOTAL)

ACCESSIBLE ROUTES

PROPERTY LINE
PERIMETER FENCE
UTILITY EASEMENT
30' LANDSCAPE BUFFER
S/H LOCATED ON 1ST FLOOR
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S/H LOCATED ON 1ST FLOOR
H/C LOCATED ON 2ND FLOOR
H/C ACCESSIBLE
VAN ACCESSIBLE
S/H LOCATED ON 1ST FLOOR
EXIT GATES

NOTE:
- PARKING MEETS LOCAL PARKING REQUIREMENTS OF 1 SPACE PER UNIT
- TOTAL ACCESSIBLE HANDICAP VAN PARKING SPACES PROVIDED: 3 SPACES
- TOTAL ACCESSIBLE HANDICAP PARKING SPACES PROVIDED: 18 SPACES

LEGEND:

H/C ACCESSIBLE HANDICAP UNIT (9 TOTAL)
S/H SIGHT AND HEARING IMPAIRED UNIT (4 TOTAL)

ACCESSIBLE ROUTES
ACCESSIBLE TO TENANT:

**CONDITIONED SPACE**
- COMMUNITY RM. - 513 S.F.
- COMMUNITY DINING - 1,199 S.F.
- MENS - 107 S.F.
- WOMENS - 130 S.F.
- HALL - 145 S.F.
- WARMING KITCHEN - 175 S.F.
- SERVICE PROVIDER OFFICE - 138 S.F.
- ACTIVITY - 472 S.F.
- IDF - 46 S.F.
- STORAGE - 134 S.F.
- FITNESS - 432 S.F.
- ELEVATOR - 79 S.F.
- MAIL ROOM - 287 S.F.
- LAUNDRY - 266 S.F.

**TOTAL CONDITIONED SPACE:** 4,123 S.F.

**UNCONDITIONED SPACE**
- FRONT PORCHES - 211 S.F.
- POOL-SIDE PORCHES - 387 S.F.
- FITNESS PORCH - 158 S.F.

**TOTAL UNCONDITIONED SPACE:** 756 S.F.

RESTRICTED TO EMPLOYEES:

**CONDITIONED SPACE**
- MANAGER - 113 S.F.
- WORK RM. - 113 S.F.
- ASST. MANAGER - 113 S.F.
- FILE ROOM - 43 S.F.
- BREAK ROOM - 180 S.F.

**TOTAL CONDITIONED SPACE:** 562 S.F.

**UNCONDITIONED**
- MAINTENANCE - 354 S.F.

**TOTAL UNCONDITIONED SPACE:** 354 S.F.
UNIT A-1 FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"

ONE BEDROOM, ONE BATH
762 S.F.
UNIT A-2 FLOOR PLAN

ONE BEDROOM, ONE BATH

PROVIDE GRAB BARS & TUB SEATS @ WC, TUB/SHOWER, AS REQUIRED FOR ADA ACCESSIBLE UNITS.

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

SCALE: 1/8" = 1'-0"

UNIT A-2 FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018
UNIT B-1 FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.

TWO BEDROOM, TWO BATH
922 S.F.

SCALE: 1/8" = 1'-0"
PROVIDE GRAB BARS & TUB SEATS @ WC, TUB/SHOWER, AS REQUIRED FOR ADA ACCESSIBLE UNITS

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS. ALL UNITS ARE TO BE FAIR HOUSING COMPLIANT.
The Village At Overlook - June 2018

Building Type A1 Elevations & Floor Plan

First Floor Plan (2nd Floor Similar)
Scale: 1" = 30'

Breezeways
First Floor: 1161 S.F.
Second Floor: 999 S.F.

UNIT A1
UNIT A2
UNIT B1
UNIT B2
UNIT B3
UNIT B4
UNIT A1

Stair

Elevation
Fiber Cement Siding - 70%
Masonry/Stucco - 30%

Legend:
H/C Accessible Handicap Unit
S/H Sight and Hearing Impaired Unit
BUILDING TYPE A2 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018

LEGEND:

H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT
First Floor Plan

Scale: 1" = 30'

1st Floor Plan

Legend:
- H/C ACCESSIBLE HANDICAP UNIT
- S/H SIGHT AND HEARING IMPAIRED UNIT

Building Type A3 Elevations & Floor Plan

The Village at Overlook - June 2018

Page 11 of 17
BUILDING TYPE A4 ELEVATIONS & FLOOR PLAN

THE VILLAGE AT OVERLOOK - JUNE 2018
1ST FLOOR PLAN (2ND FLOOR SIMILAR)

SCALE: 1" = 30'

LEGEND:
- H/C  ACCESSIBLE HANDICAP UNIT
- S/H  SIGHT AND HEARING IMPAIRED UNIT
BUILDING TYPE A6 ELEVATIONS & FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018

1ST FLOOR PLAN (2ND FLOOR SIMILAR)
SCALE: 1" = 30'

BREEZEWAYS
FIRST FLOOR- 1406 S.F.
SECOND FLOOR - 1136 S.F.

LEGEND:
H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT
BUILDING TYPE B FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018

LEGEND:
H/C  ACCESSIBLE HANDICAP UNIT
S/H  SIGHT AND HEARING IMPAIRED UNIT

FLOOR PLAN
SCALE: 1" = 30'

ELEVATION
FIBER CEMENT SIDING - 70%
MASONRY/STUCCO - 30%

UNIT B-2
FIRST FLOOR T.O.P. 9'0"
FIRST FLOOR F.F. 0'0"

UNIT B-2
FIRST FLOOR T.O.P. 9'0"
FIRST FLOOR F.F. 0'0"

UNIT B-2
FIRST FLOOR T.O.P. 9'0"
FIRST FLOOR F.F. 0'0"

UNIT B-2
FIRST FLOOR T.O.P. 9'0"
FIRST FLOOR F.F. 0'0"
1ST FLOOR PLAN
SCALE: 1" = 30'

2ND FLOOR PLAN
SCALE: 1" = 30'

BUILDING TYPE C FLOOR PLAN
THE VILLAGE AT OVERLOOK - JUNE 2018
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Page 2 of Final Scoring Notice: 18086, The Village at Overlook Parkway

Section 1:
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 122
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP): 120
Difference between Requested and Awarded: 2

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 0
Points Awarded for §11.9(d)(1) Local Government Support: 17
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Section 3:
Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 153

Section 5:
Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:

§11.9(c)(5) Underserved Area. The Application does not qualify for five points under this item as the census tract containing the Development Site is not entirely within an incorporated area. (Requested 5, Awarded 3)

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Friday, July 6, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
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