Important Note About the Application

This is an application for 2 existing USDA developments in different cities and counties being combined under one financing structure. Where tabs require distinct information for a site without the ability to provide information for both sites, two versions of that tab have been submitted with information for each site. For tabs that are the same for both sites, only one tab has been submitted. For financing items, a tab combining both sites into the single structure is included first, followed by a tab for each individual site.
2019 Multifamily Uniform Application Certification

Development Name: Pine Hills Estates I & II

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), 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 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the 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.

Pine Hills Estates, LP
Applicant Entity Name

By: Kenneth E. Hamilton
Signature of Authorized Representative

Printed Name

Date
February 25, 2019

Sworn to and subscribed before me on the 25th day of February, 2019
by Kenneth E. Hamilton
(Personalized Seal)

HOLLIE HINTON
Notary Public Signature
Notary Public, State of Missouri
County of Greene
My Commission Expires: 02-08-2022

2/18/2019
2019 HTC
Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
2019 HTC
Full Application

Part 1 Tab 2

Development Owner Certification, Acknowledgement, and Consent
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):

- [ ] 10 TAC §11.101(a)(2) - Undesirable Site Features
- [ ] 10 TAC §11.101(a)(3) - Neighborhood Risk Factors
- [ ] 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- [ ] 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  (or any similar agreement resulting from negotiations regarding noncompliance)
- [ ] 10 TAC §11.901(16) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) 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 § 11.1(d) of the Qualified Allocation Plan.

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

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

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

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov't Code, Chapter 552. All persons who have a property interest in the Application, along with all plans and third-party reports, acknowledge that the Department may publish them on the Department’s website, release them in response to a request for public information, and make other use of the information as authorized by law. 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 §§11.101 and 11.202 of the Qualified Allocation Plan. 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 residents 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 in accordance with the Department’s rules those aspects of the Development that 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 §11.302(d)(2)(l) of the Qualified Allocation Plan, 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 §11.101(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 §11.901(16) of the Qualified Allocation Plan.

_____ The Applicant certifies that no disclosure regarding §11.901(16) of the Qualified Allocation Plan 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 §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency *(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 entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
_X_ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan 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)**

_ X _ The Development is **not** located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

______ 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 §11.101(a)(2) of the Qualified Allocation Plan.

______ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, 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.
Neighborhood Risk Factors (select one of the main boxes as applicable)

X The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors 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 for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) 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 §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located in the attendance zones of an elementary, middle, or high school that does not have a 2018 Met Standard rating by the Texas Education Agency, unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply. Elderly Developments are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (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 residents 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 Qualified Allocation Plan.
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 §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, 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 income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

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) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

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

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

Signature 

Kenneth E. Hamilton

Printed Name 

Sole Member

Title

February 25, 2019 

Date 

THE STATE OF missouri §

COUNTY OF Greene § 

Before me, a notary public, on this day personally appeared Kenneth E. Hamilton, 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 25th day of February, 2019.

(Seal)

HOLLIE HINTON
My Commission Expires February 6, 2022
Christian County Commission #14473238

Notary Public Signature
Pine Hills Estates II  
Neighborhood Risk Factors  

This Development Site is located within the attendance zone of an elementary school, a middle school, or a high school that does not have a Met Standard rating by the Texas Education Agency. Per the 2019 QAP, Elderly Developments are considered exempt and do not have to disclose the presence of this characteristic.
2019 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
10 TAC §11.202 of the Qualified Allocation Plan 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 § 11.1(d) of the Qualified Allocation Plan.

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 11.

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 §11.202(2)(A) of the Qualified Allocation Plan.

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 §11.202(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; 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 or the use of information therein.

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, Determination Notice, or Closing, 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 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.
Signature of Authorized Representative

Kenneth E. Hamilton
Printed Name

Title

Date

THE STATE OF Missouri §
COUNTY OF Greene §

Before me, a notary public, on this day personally appeared Kenneth E. Hamilton, 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 25th day of February, 2019

(Seal)

HOLLIE HINTON
My Commission Expires
February 8, 2022
Christian County
Commission #14476238

Notary Public Signature
2019 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- Multifamily Direct Loan Certification is included behind this tab.

- Multifamily Direct Loan Certification is not applicable to this Application.

**If applicable, 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

3/1/2019
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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Josefina Garcia</td>
</tr>
<tr>
<td><strong>Phone:</strong> (417) 882-1701</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jgarcia@hamiltoncorporation.com">jgarcia@hamiltoncorporation.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 3556 S. Culpepper Circle, Ste 7</td>
</tr>
<tr>
<td><strong>Street:</strong> Springfield</td>
</tr>
<tr>
<td><strong>City:</strong> Springfield</td>
</tr>
<tr>
<td><strong>State:</strong> MO</td>
</tr>
<tr>
<td><strong>Zip:</strong> 65804</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>Street:</strong> Austin</td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78702</td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>0</td>
</tr>
</tbody>
</table>

**High Quality Housing Total** 15

## 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>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>3</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total** 42

## Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<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>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total** 11

## Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<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>
</tbody>
</table>

**Efficient Use of Limited Resources and Applicant Accountability Total** 43

## Point Deductions

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

**Total Application Self Score** 111

3/1/2019
2019 HTC
Full Application

Part 2 Tab 7

Site Information Form
Part I
### Site Information Form Part I

<table>
<thead>
<tr>
<th>1. Development Address (All Programs)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>112 Dixon Dr.</td>
<td>Devine</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td>9</td>
<td>78016</td>
</tr>
<tr>
<td>Region</td>
<td>Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Census Tract Information (All Programs)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>48325000800</td>
<td>No</td>
</tr>
<tr>
<td><strong>Census Tract Number</strong> (11 digits)</td>
<td><strong>Median Household Income:</strong> 58061.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any <strong>unchecked</strong> item.</td>
<td></td>
</tr>
<tr>
<td>x Twice the State Average Per Capita. The proposed Development is <strong>NOT</strong> 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))</td>
<td></td>
</tr>
<tr>
<td>x One Mile Three Year Rule. The proposed Development is <strong>NOT</strong> a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, <strong>OR</strong> the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>x The site is not located in a county with a population that exceeds one million.</td>
<td></td>
</tr>
<tr>
<td><strong>The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The site is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Site is appropriately zoned?</td>
<td>Yes</td>
</tr>
<tr>
<td>Zoning Designation: G (includes multifamily)</td>
<td></td>
</tr>
<tr>
<td>Flood Zone Designation: X</td>
<td>Entire Development Site is outside the 100 year floodplain. Yes</td>
</tr>
<tr>
<td>Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm the following supporting documents are provided behind this tab.</td>
<td></td>
</tr>
<tr>
<td>Statement explaining <strong>how</strong> 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.</td>
<td></td>
</tr>
<tr>
<td>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 <a href="http://www.census.gov">www.census.gov</a>.</td>
<td></td>
</tr>
</tbody>
</table>

Self Score Total: 111

[3/1/2019]
Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>John J Ciavarra Elementary</td>
<td>K through 2</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Devine Intermediate School</td>
<td>3 through 5</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Devine Middle School</td>
<td>6 through 8</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Devine High School</td>
<td>9 through 12</td>
<td>Yes Yes Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. (§11.101(a)(3)(D)(iv))

The Target Population is Elderly. Applicant is required to enter school rating information above, but no disclosure is required.

Waiver of Rules [10 TAC §11.207]

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
1. **Development Address (All Programs)**
   - **Address**: 600 Berry Ranch Rd.
   - **City**: Pearsall
   - **ETJ?**: No
   - **Region**: 9
   - **Zip**: 78061
   - **County**: Frio
   - **Rural/Urban**: Rural

2. **Census Tract Information (All Programs)**
   - **Census Tract Number (11 digits)**: 48163950100
   - **QLC?**: No
   - **Median Household Income**: $37148.00
   - **Quartile**: 3q
   - **Poverty Rate**: 19.9%
   - The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required documentation has been submitted.

3. **Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]**
   - Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.
     - **Twice the State Average Per Capita**. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
     - **One Mile Three Year Rule**. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
     - **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. (§11.3(e))

4. **Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**
   - The site is not located in a county with a population that exceeds one million.
   - The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
   - The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

5. **Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]**
   - The site is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:
     - NA

6. **Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**
   - Development Site is appropriately zoned? Yes
   - Zoning Designation: R2 Multifamily
   - Flood Zone Designation: X
   - Entire Development Site is outside the 100 year floodplain.
   - Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):
     - Prime Farmland

7. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.11(o)(6)(B)]; [24 CFR 92.202, 93.150]**
   - Confirm the following supporting documents are provided behind this tab.
     - 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.

3/1/2019

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X through X</td>
<td>2016</td>
</tr>
<tr>
<td>Ted Flores Elementary</td>
<td>K through 3</td>
<td>Yes</td>
</tr>
<tr>
<td>Pearsall Intermediate</td>
<td>4 through 6</td>
<td>Yes</td>
</tr>
<tr>
<td>Pearsall Junior High</td>
<td>7 through 8</td>
<td>Yes</td>
</tr>
<tr>
<td>Pearsall High School</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]

The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

9. **Waiver of Rules [10 TAC §11.207]**

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
2019 HTC Full Application

Part 2 Tab 8

Supporting Documentation for Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

Resolutions:
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- NA For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- NA For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b

Zoning and Floodplain
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation

Farmland Designation
- Information is included in the ESA.
- Information is included behind this tab.

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and
- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled “AOI” for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select “Printable Version”. Name it if you wish, scale to "Fit to page", printed sheet size “A landscape (11” x 8.5”). Make sure the box box labeled “show UTM Coordinate Ticks” is checked. Select “View”.
- Save the file as a PDF and include it in the Application.

Site and Neighborhood Standards (New Construction Direct Loan Only)
- NA Statement regarding promoting housing choice explains 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.
- NA DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

3/1/2019
Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;
- 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and
- NA Neighborhood Risk Factors Report ("NRFR") 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 (or 2017 if the Hurricane Harvey Provision applies).

Waiver of Rules

- The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant

- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Pine Hills Estates I
Street Map
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Pine Hills Estates I

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
Census Tract Map
Pine Hills Estates II

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
Erin,

Sorry for the delay. This property is in Zone G Retail Business District, can be used residential or commercial. 

-Eddie

---

Can you tell me if this is Residential Zoning or Multi Family Residential?

Erin Brickles
Addressing Coordinator
Medina County 911 E.C.D.
Multifamily specific zoning is classified as Class "E". Site is zoned Class "G", which allows all previous classes of zoning including Multifamily. See attached Zoning Ordinance.
Sec. 2. Height regulation.
No building shall exceed 45 feet or 2½ stories in height.

Sec. 3. Area regulation.
(1) **Front yard.**
(a) There shall be a front yard having a minimum depth of 20 feet; provided that, if a building line has been established by two or more buildings on one side of the street in one block, this line shall establish the depth of the front yard.

If a building line has been established by ordinance or by two or more buildings for a distance of a block on the same side of a street, this line shall establish the minimum depth of the front yard.

(b) Where lots have doubled frontage running from one street to the other, the required front yard shall be provided on both streets.

(2) **Side yard.**
(a) There shall be a side yard on each side of the lot not less than five feet, except that the side yard adjacent to a side street shall not be less than ten feet in width.

(3) **Rear yard.**
(a) There shall be a rear yard having a depth of not less than ten feet.

(4) **Lot area.**
(a) Minimum area of the lot shall be 9,000 square feet.

(5) **Width of the lot.**
(a) The minimum width of the lot shall be 60 feet.

(6) **Depth of lot.**
(a) The minimum depth of lot shall be as set out, or may be set out, by the city planning and zoning commission of the City of Devine for an area in which the lot is located.

(7) **Parking regulations.**
(a) Parking space shall be provided on the lot to accommodate two motor cars for each dwelling unit. A driveway leading to the garage may be used for such purpose.

**ARTICLE 7. CLASS E APARTMENT (MULTIPLE-FAMILY RESIDENCE) DISTRICT**

Sec. 1. Use regulation.

In a class "E," apartment (multiple-family residence) district, no building, structure or premises shall be used and no building or structure shall be erected, altered or enlarged which is intended, or designated [designed] to be used in whole or in part, for any other than one or more of the following specified uses:

(1) Any use permitted in class "D," two-family residence district, subject to applicable regulations.
Art. 7, § 1

DEVINE MUNICIPAL CODE

(2) Residences for more than one family, in [the] form of separate buildings, apartments, duplexes or garage apartments (not including tourist or trailer camps, courts or lodges).

(3) Boarding or lodging houses.

(4) Hospitals and clinics except tubercular and veterinary hospitals and clinics for alcoholic, narcotic, insane or feeble-minded patients.

(5) Institutions of a philanthropic nature other than penal or correctional institutions.

(6) Private clubs, fraternities, sororities, lodges, excepting those whose chief activity is a service customarily carried on as a business.

(7) Hotels in which business may be conducted for the sole convenience of the occupants of the building; provided, however, there shall be no entrance to such place of business except from the inside of the building.

(8) Signs. No window displays; no name plates exceeding one square foot in area; no temporary bulletin board or sign board exceeding 12 square feet in area pertaining to the lease, hire or sale, or construction of a building or premises; no display advertising sign, ground or elevated; nor advertising sign of any other character shall be permitted in any "E" district, except for those uses permitted in this area and owned by the person or firm on whose property the business is located, and in which instance the signs shall not exceed 18 square feet in area and be located in the front yard behind the building line.

Sec. 2. Height regulations.

No building shall exceed three stories in height.

Sec. 3. Area regulations.

(1) Front yard.

(a) There shall be a front yard having a minimum depth of 20 feet; provided that if a building line has been established by two or more buildings on one side of the street in one block, this line shall establish the depth of the front yard.

(2) Side yard.

(a) There shall be a side yard on each side of the lot not less than five feet, except that the side yard, adjacent to a side street, shall not be less than ten feet in width.

(3) Rear yard.

(a) There shall be a rear yard having a depth of not less than ten feet.

(4) Lot area.

(a) Minimum area of the lot shall be 9,000 square feet; however, a minimum of 2,500 square feet of lot area shall be provided for each family unit per floor level.

CDA:14
(5) **Width of lot.**
(a) The minimum width of the lot shall be 60 feet.

(6) **Depth of lot.**
(a) The minimum depth of lot shall be as set out, or may be set out, by the city planning and zoning commission of the City of Devine for an area in which the lot is located.

(7) **Parking regulations.**
(a) Parking space shall be provided on the lot to accommodate one motor car for each dwelling unit. A driveway leading to the garages may be used for such purposes.

**ARTICLE 8. CLASS F NEIGHBORHOOD SHOPPING CENTER**

**Sec. 1. Use regulation.**

In a class "F," neighborhood shopping center, no building, structure or premises shall be used and no building or structure shall be erected, altered or enlarged which is intended or designated [designed] to be used, in whole or in part, for any other than one or more of the following specified uses, provided that the permitted use shall not become noxious or offensive by reason of emission of odors, filth, soot, dust, gas fumes or is unsightly, or cause the property to become unsightly, to-wit:

(1) Any use permitted in foregoing dwelling districts.
   Automobile parking lot.
   Bank.
   Barbershop and beauty parlor.
   Business and professional office.
   Delivery station.
   Drug store.
   Filling station.
   Florist, retail.
   Grocery store.
   Ice house.
   Library, rental.
   Laundry, automatic self service.
   Retail store.
   Retail cleaning and pressing.
   Meat market.
   Novelty store.
Radio sales and service.
Restaurant, without curb service.
Studio.
Television sales and service.
Taxi stand.
Theater.

(2) Signs. No window displays; no nameplates exceeding one square foot in area; no temporary bulletin board or sign board exceeding 12 square feet in area pertaining to the lease, hire, sale or construction of a building or premises; no display advertising sign, ground or elevated; nor advertising sign of any other character shall be permitted in any "F" district, except for those uses permitted in this area and owned by the person or firm on whose property the business is located, and in which instance the signs shall not exceed 18 square feet in area and be located in the front yard behind the building line.

Sec. 2. Height regulations.

No building, or structure, shall exceed 30 feet or two stories in height.

Sec. 3. Area regulations.

(1) Front yard.

(a) There shall be a front yard having a minimum depth of not less than ten feet, provided that if a building line has been established by two or more buildings on the same side of the street in a block, such line shall establish the depth of the front yard.

(b) Where lots have double frontage, running from one street to another, the required front yard shall be provided on both sides.

(2) Side yard.

(a) No side yard shall be required on retail use except that, on corner lots, a ten-foot side yard is required adjacent to a street.

(3) Rear yard.

(a) No rear yard shall be required for retail use. Rear yards, for residential use, shall be as specified under residential district "A."

(4) Area of lot.

(a) The minimum lot area shall be 9,000 square feet for a single-family, two-family or multiple-family use. For uses other than dwelling permitted in this area, there are no area restrictions.
(5) **Width of the lot.**

(a) The minimum width of the lot shall be 60 feet for single-, two- or multiple-family dwellings; for business uses permitted in this area, the lot width is unrestricted.

(6) **Depth of lot.**

(a) The minimum depth of lot shall be as set out, or may be set out, by the city planning commission of the City of Devine for the district in which the lot is located, except for class F, in which no depth requirements are imposed for commercial uses.

(7) **Parking regulations.**

(a) One parking space shall be provided for each dwelling unit. Places of public assembly shall provide one off-street parking space for each 15 seats. Any business buildings shall provide off-street facilities for the loading and unloading of merchandise and goods within the building or adjacent to a public alley to facilitate movement of traffic on the streets.

**ARTICLE 9. CLASS G RETAIL BUSINESS DISTRICT**

Sec. 1. **Use regulation.**

In the class "G," retail business district, no building, structure or premises shall be used and no building or structure shall be erected, altered or enlarged which is intended or designed [designed] to be used, in whole or in part, for any other than one or more of the following specified uses, provided that the permitted use shall not become noxious or offensive by reason of emission of odors, filth, soot, dust, gas fumes or is unsightly, or cause the property to become unsightly, to-wit:

1. **Any use permitted in foregoing districts, subject to applicable regulations.**
2. Antique shop.
   - Aquarium.
   - Auto and truck sales, service and repair.
   - Bakeries.
   - Bowling alley.
   - Bus terminal.
   - Cafe or restaurant, with or without drive-in or curb service.
   - Commercial amusement.
   - Commercial college.
   - Exterminating company.
   - Filling station.
   - Film printing and developing.
Florist.
Furniture.
Greenhouse or nursery.
Health massage and reducing schools.
Hotel.
Ice delivery station.
Mortuary.
Parking lot.
Printing office.
Private club.
Professional offices and clinics.
Public garage, storage only.
Recreation building, commercial.
Seed company, sales only.
Shoe repair shop.
Skating rinks.
Stores, retail.
Studios.
Taxi stands.
Telephone exchange, including office and repair facilities.
Theatre.
Tourist or trailer camp, court or lodges.

Provided, however, that no bowling alley, recreation building (commercial) or skating rink shall not be less than 300 feet from any corner of the lot or plot of ground on which an existing clinic, hospital, church or school is located, nor shall any bowling alleys, recreation building (commercial) and skating rink be less than 300 feet from any residential district unless approved by the board of adjustment and authorized by the city commission. Such approval and authorization shall be evidenced by a special conditional permit issued after such approval and authorization and signed by the mayor. No special condition permit shall be approved, authorized or issued without due regard to the noise level incident to such uses and enjoyment of other properties within the limits of the city.

(3) Editor's note—Number (3) was omitted from the original.

(4) Editor's note—Number (4) was omitted from the original.

(5) Accessory buildings and uses customarily incident to the above uses. No accessory use shall be construed to permit the keeping of articles, goods or merchandise in the open.

CDA:18
or exposed to public view. When necessary to store or keep such articles, materials or merchandise in the open, the lot shall be fenced with tight fences, approved by the City of Devine, not less than six feet high or otherwise screened from view by shrubs or a hedge.

(6) Signs: Any use permitted in previous districts will be permitted in class "G" district, except that no nonoperator owned, outdoor display or advertising sign, ground or elevated, shall be permitted in this district.

Sec. 2. Height regulations.

No building shall exceed 75 feet in height unless set back from all street lines one foot for each two feet of its height beginning above 75 feet to a maximum of ten feet of setback.

Sec. 3. Area regulations.

(1) Front yard.

(a) Where all the frontage on one side of the street for a block is located in the retail business district, no front yard shall be required; but, if part of same area is in a more restricted use district, then the more restricted district regulations shall apply.

(2) Side yard.

(a) No side yard shall be required on commercial use. For residential or apartment use, there shall be a side yard on all sides, five feet wide.

(3) Rear yard.

(a) No rear yard shall be required on commercial use. For residential or apartment use, there shall be a rear yard of at least ten feet depth.

(4) Lot area.

(a) For exclusively residential or apartment use, the minimum lot area shall be 9,000 square feet. For uses other than dwelling, permitted in this district, there are no area restrictions.

(5) Width of the lot.

(a) The minimum width of the lot, for residential or apartment use, shall be 60 feet; for commercial building use, there is no width restriction.

(6) Depth of lot.

(a) The minimum depth of lot shall be as set out, or may be set out, by the city planning commission of the City of Devine for the district in which the lot is located, except for class "G," in which no depth requirements are imposed for commercial uses.
Art. 9, § 3

DEVINE MUNICIPAL CODE

(7) Parking regulations.

(a) One off-street parking space shall be provided for each dwelling unit. Business buildings shall provide off-street facilities for the loading and unloading of merchandise and goods, within the building or adjacent to a public alley, to facilitate movement of traffic on the streets.

ARTICLE 10. CLASS H COMMERCIAL BUSINESS DISTRICT

Sec. 1. Use regulation.

In a class "H," commercial business district, no building, structure or premises shall be used and no building or structure shall be erected, altered or enlarged which is intended or designated [designed] to be used, in whole or in part, for any other than one or more of the following specified uses:

(1) Any uses permitted in a class "G," retail business district, subject to all restrictions therein contained.

(2) Advertising signs, commercial billboard.
   Artificial flower manufacturing.
   Awning manufacturing.
   Baggage, transfer and storage warehouse.
   Beer parlors.
   Book printing.
   Bottling works.
   Bowling alley.
   Cabinet maker.
   Candy manufacturing.
   Carpenter shop, furniture repair and upholstering.
   Carpet cleaning.
   Cement, brick and the warehouse and storage, including contractor's storage yards.
   Cleaning, dyeing and pressing—wholesale.
   Cold storage locker plant, with no meat processing.
   Creamery—wholesale.
   Dance hall.
   Driving range.
   Drug manufacturer—wholesale or storage.
   Dyeing and cleaning works.

CDA:20
Dear Ms Garcia,

Thank you for your email.
The property you refer to (I believe) is 600 Berry Ranch Road and it is zoned R2 - Multi family Dwelling District. The zoning map is currently due for an update. However, the subject site is zoned R-2 as well.

If you have further queries do not hesitate to contact me.

Thank you.

Yours sincerely,

Uche Echeozo
Planning and Economic Development Director
City of Pearsall
215 S. Ash Street
Pearsall, TX 78061
830-334-3676 Ext. 2114

-----Original Message-----
From: jgarcia@hamiltoncorporation.com
Sent: Monday, February 25, 2019 1:29pm
To: uecheozo@cityofpearsall.org
Subject: Zoning Information

Thank you very much for taking a moment to talk to me, Uche.
Please share with me a map showing the property we are proposing to rehabilitate (Pearsall Manor Apartments) and zoning designation. If the map does not list the designation but you can just specify in the body of your email, that should be enough information.

Again, thank you for your help!
Supporting Documents:
Flood Zone Designation
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/27/2019 at 8:53:33 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
  Direct Loan
  Site and Neighborhood Standards
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
   Educational Quality
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**JOHN J CIAVARRA EL (163901101) - DEVINE ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>78</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 62.9%)</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
</tbody>
</table>

**Notes:**
- This campus is paired with DEVINE INTERMEDIATE SCHOOL (163901102)

### Distinction Designations

- ELA/Reading: Not Eligible
- Mathematics: Not Eligible
- Science: Not Eligible
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Eligible
- Postsecondary Readiness: Not Eligible
- Comparative Closing the Gaps: Not Eligible
# Texas Education Agency

## 2018 Accountability Ratings Overall Summary

**DEVINE INTERMEDIATE SCHOOL (163901102) - DEVINE ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>78</td>
<td>78</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>74</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>46</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>79</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>74</td>
<td>79</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 59.1%)</td>
<td>46</td>
<td>74</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>73</td>
<td>76</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
DEVINE MIDDLE (163901041) - DEVINE ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>71</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>44</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>59</td>
<td>58</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 55.3%)</td>
<td>44</td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td>15</td>
<td>62</td>
</tr>
</tbody>
</table>

**Distinction Designations**

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
### Texas Education Agency
#### 2018 Accountability Ratings Overall Summary
**DEVINE H S (163901001) - DEVINE ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>82</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>45</td>
<td>73</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>56</td>
<td>87</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>97.6</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>77</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>66</td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 44.7%)</td>
<td>51</td>
<td>77</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>55</td>
<td>76</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations
- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Not Earned
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
# Pearsall Independent School District Registration Form for School Year 2018 - 2019

**Student Information**

<table>
<thead>
<tr>
<th>Student Full Legal Name</th>
<th>Grade Level</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Student I.D #**
- **Gender**
- **Date of Birth**
- **Birth Place**
- **Age (Sept. 1, 2018)**
- **Physical Address:**
- **Mailing Address:**
- **Previous School Attended:**
- **Home Phone:**
- **Will your child be using bus transportation to get to school?**
  - Yes
  - No

**Parent Information**

1. **Guardian:**
   - **Relation:**
   - **Address:**
   - **City, State, Zip:**
   - **Employer:**
   - **Cell:**
   - **Home:**
   - **Bus:**
   - **Drivers License #:**
   - **Phone Preference:** Cell [ ] Home [ ] Business [ ]
   - **Email:**
   - **Receive Mailouts:** Y [ ] N [ ]
   - **Lang. for Mailouts:** English [ ] Spanish [ ]
   - **Svc. Branch:**
   - **Rank:**

2. **Guardian:**
   - **Relation:**
   - **Address:**
   - **City, State, Zip:**
   - **Employer:**
   - **Cell:**
   - **Home:**
   - **Bus:**
   - **Drivers License #:**
   - **Phone Preference:** Cell [ ] Home [ ] Business [ ]
   - **Email:**
   - **Receive Mailouts:** Y [ ] N [ ]
   - **Lang. for Mailouts:** English [ ] Spanish [ ]
   - **Svc. Branch:**
   - **Rank:**

**Emergency Contact Information**

(Add someone other than guardians listed above.)

3. **Name:**
   - **Relation:**
   - **Cell:**
   - **Home:**
   - **Bus:**
   - **Phone Preference:** Cell/Home/Business/Other

4. **Name:**
   - **Relation:**
   - **Cell:**
   - **Home:**
   - **Bus:**
   - **Phone Preference:** Cell/Home/Business/Other

- **Doctor Preference:**
  - **Phone:**
  - **Dentist Preference:**
  - **Phone:**

- **Hospital Preference:**
  - **Phone:**
  - **Other Medical:**
  - **Phone:**

- **List any allergies:**

**Sibling Information**

<table>
<thead>
<tr>
<th>Brothers/Sisters</th>
<th>Grade</th>
<th>School</th>
<th>Brothers/Sisters</th>
<th>Grade</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The above information is required for a permanent school record of your child and will be used by school personnel. Presenting false documents, records or information is a violation of state law and may subject you to tuition cost for your child. I certify that the information given above is correct. I authorize the school to contact the person named on this form and the above named physician to render such treatment as may be necessary in an emergency of said child. In the event parents, physician, or other persons named cannot be contacted, school officials are hereby authorized to take whatever action is necessary in their judgement for the health of the above child. I will not hold the school district financially responsible for emergency care and/or transportation.*

**Parent or Guardian Signature**

---

**Date of Birth**

---

**Date**

---

**Teacher Name:**

---

**Control No.:**

---

**Eligibility Code:**

---

**Birth Certificate on File:**

---

**PK Par Mil:**

---

**PK Foster:**

---

**Immunization on File:**

---

**Title I:**

---

**Soc Sec Copy on File:**

---

**At Risk:**

---

**Migrant:**

---

**Hm Lng:**

---

**Gift:**

---

**LEP:**

---

**BIL:**

---

**ESL:**

---

**Par Per:**

---

**Econ:**

---

**Special Education:**

---

**Prim:**

---

**Sec:**

---

**Tert:**

---

**Multi:**

---
Texas Education Agency
2018 Accountability Ratings Overall Summary
TED FLORES EL (082903104) - PEARSSALL ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 83.2%)</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td></td>
<td>Not Rated</td>
</tr>
</tbody>
</table>

Notes:
- This campus is paired with PEARSSALL INT (082903103)

Distinction Designations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Science</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Eligible</td>
</tr>
</tbody>
</table>
## Texas Education Agency

**2018 Accountability Ratings Overall Summary**

**PEARSALL INT (082903103) - PEARSALL ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>59</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>56</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>30</td>
<td>56</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>62</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 77.3%)</td>
<td>30</td>
<td>56</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>24</td>
<td>60</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations
- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

PEARSALL J H (082903041) - PEARSALL ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>70</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>31</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>70</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>66</td>
<td>70</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 73.5%)</td>
<td>31</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>32</td>
<td>71</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

## Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**PEARSALL H S (082903001) - PEARSALL ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>62</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>62</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>32</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>33</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>89.9</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>66</td>
<td>75</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 73.0%)</td>
<td>33</td>
<td>65</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>0</td>
<td>30</td>
<td>Improvement Required</td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Not Earned
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Waiver of Rules
This Tab is Not Applicable
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]

- 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 (2 points).
  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 (1 point).

- 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.

- Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

- Development 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.

- The census tract has a median household income rate in the two highest quartiles within the region (2 points).

Application is seeking points for Opportunity Index. Total Points Claimed: 0

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

3/1/2019
### Site Information Form Part II

**Yes** Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

   - 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.
   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   - 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 (1 point).

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Tract Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   - Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

   - Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

   - 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: 0

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

---

3/1/2019
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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 (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- 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 another 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 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);
- An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

Application is seeking points for Underserved Area.  Total Points Claimed: 3

3. **Proximity to the Urban Core (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

- NA 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 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.
- Population of Place is 750,000 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: 0

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

- Yes Application is claiming points for a Concerted Revitalization Plan ("CRP").
- x No points were claimed for Opportunity Index.
- x Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- x The CRP Packet has been completed and uploaded along with but separately from the Application.

Application is seeking points for Concerted Revitalization.  Total Points Claimed: 7

5. **Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

- x 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

3/1/2019
### 6. Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]

<table>
<thead>
<tr>
<th>NA</th>
<th>Application meets all of the following requirements:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018.</td>
</tr>
<tr>
<td></td>
<td>Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.</td>
</tr>
<tr>
<td></td>
<td>Application includes acknowledgement from all lenders and the syndicator of the required closing date.</td>
</tr>
<tr>
<td></td>
<td>Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.</td>
</tr>
<tr>
<td></td>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
</tr>
<tr>
<td></td>
<td>Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2019.</td>
</tr>
<tr>
<td></td>
<td>Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for
Site Information Form Part II
## Supporting Documentation for the Site Information Form Part II

### Opportunity Index (Competitive HTC and Direct Loan Only)

<table>
<thead>
<tr>
<th>Documentation</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>NA</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td>X</td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td>X</td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
</tr>
<tr>
<td>X</td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules. NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.</td>
</tr>
<tr>
<td>X</td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups <a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">link</a></td>
</tr>
<tr>
<td>NA</td>
<td>Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate <a href="https://www.neighborhoodscout.com">link</a></td>
</tr>
<tr>
<td>NA</td>
<td>Print-out from THECB website confirming accreditation of university or community college [link] <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td>X</td>
<td>Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Documentation</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>Evidence from Attorney General of Colonia boundaries; and [link] <a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td></td>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td>n/a</td>
<td>For Economically Distressed Areas:</td>
</tr>
<tr>
<td></td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and [link] <a href="http://www.twdb.texas.gov/financial/programs/EDAP/index.asp">http://www.twdb.texas.gov/financial/programs/EDAP/index.asp</a></td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
</tr>
<tr>
<td>X</td>
<td>For other items:</td>
</tr>
<tr>
<td></td>
<td>Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the “Board Approval” column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department’s website at [link] <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>NA</td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.</td>
</tr>
<tr>
<td>NA</td>
<td>Map with all contiguous census tracts, if applicable</td>
</tr>
<tr>
<td>n/a</td>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
</tr>
<tr>
<td></td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

CRP Packet is uploaded along with but separate from the Application.

Declared Disaster Area:

The county in which the Development Site is located is listed on the 2019 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 any time within the two-year period preceding the date of Application submission.

Ready to Proceed

Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).

Certification for closing

Acknowledgement(s) of closing date from lenders and syndicator

Certification for construction contract

Evidence that appropriate zoning will be in place at award (July 25, 2019).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
### Pine Hills Estates I
#### Opportunity Index Amenities

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Food King</td>
<td>100 E. Colonial Pkwy</td>
<td>Devine</td>
<td>78016</td>
<td>.04</td>
</tr>
<tr>
<td>II</td>
<td>Walmart Pharmacy</td>
<td>175 I-35</td>
<td>Devine</td>
<td>78016</td>
<td>1.09</td>
</tr>
<tr>
<td>IV</td>
<td>Happy Home Day Care</td>
<td>240 Co Rd 774</td>
<td>Devine</td>
<td>78016</td>
<td>.19</td>
</tr>
<tr>
<td>VI</td>
<td>Driscoll Public Library</td>
<td>202 E. Hondo Ave.</td>
<td>Devine</td>
<td>78016</td>
<td>1.01</td>
</tr>
<tr>
<td>VII</td>
<td>City Park</td>
<td>Windy Knoll &amp; Colonial Pkwy.</td>
<td>Devine</td>
<td>78016</td>
<td>1.03</td>
</tr>
<tr>
<td>X</td>
<td>Snap Fitness</td>
<td>615 E. Hondo Ave.</td>
<td>Devine</td>
<td>78016</td>
<td>.97</td>
</tr>
<tr>
<td>XI</td>
<td>Devine Golf Course</td>
<td>116 W. Malone Dr.</td>
<td>Devine</td>
<td>78016</td>
<td>.90</td>
</tr>
<tr>
<td>XII</td>
<td>Devine Food Pantry</td>
<td>309 N. Teel Dr.</td>
<td>Devine</td>
<td>78016</td>
<td>.79</td>
</tr>
<tr>
<td>XIII</td>
<td>Meals on Wheels</td>
<td>Medina County</td>
<td></td>
<td></td>
<td>Svc Area</td>
</tr>
</tbody>
</table>
Prices Effective January 23-29, 2019

**General Mills Cereal**
- 8.9 oz. Cheerios, $1.47 per pound
- 10.7 oz. Trix, $0.98 per pound
- 10.5 oz. Lucky Charms, $0.88 per pound
- 11.5 oz. Reese’s Puffs, $1.32 per pound
- 12 oz. Cinnamon Toast Crunch, $1.60 per pound

**Frying Chicken Drumsticks**
- 29¢ per pound

**Texas Grapefruit**
- 30¢ each

**Yellow Onions**
- 48¢ per bunch

**Red Hothouse Tomatoes**
- 68¢ per lb.

**Washington State Red Delicious Apples**
- 88¢ per lb.

**True Texas Beef Top Round Steak**
- Boneless, $2.38 per pound

**Center Cut Pork Chops**
- Boneless, 88¢ per lb.

**Value Pack**
- West Bend Red Stir Crazy Popcorn Maker, 6 quarts, $31.23
- Mr. Coffee Simple Brew White 12 cup Coffee Maker, $19.63
- Better Wood Products Fatwood Fire Starter, 0.25 cu. ft., $17.83
- Pine Mountain Firelogs, 6 pk., $18.63
- Ace Drain Opener, 64 oz., $5.81
- Rooto Crystals of Household Lye Based Drain Opener, 1 lb., $3.48

**WIN a 50 Inch LG 4K Smart TV**
See display in-store for your chance to win

Fastest way to enter: https://foodkingcostplus.com/giveaway/

One winner in each Food King Store

Requirements Are:
- Follow us on Facebook:
  https://www.facebook.com/foodkingcostplus
- Sign up to receive the weekly Ad by E-mail:
  https://foodkingcostplus.com/weekly-ad-6/
- Sign up for our texting program

See store for details about your specific store.

**WE PRICE OUR ITEMS AT OR BELOW OUR COST PLUS JUST 10% FEE AT THE CHECKOUT.**

Prices Effective January 23-29, 2019
Bud Light, Coors Light, or Miller Lite 18 pk., 12 oz. cans $13.95
Michelob Ultra Regular or Lime Cactus 15 pk., 12 oz. btls. $11.68
Yellow Tail Australian Wines select varieties 750 ml $4.50
Pepsi, Mtn Dew, or Crush select varieties 24 pk., 12 oz. cans $6.49
Starbucks Frappuccino select varieties 4 pk., 9.5 oz. $3.99
Coke, Sprite, or Dr Pepper select varieties 6 pk., 7.5 oz. cans $2.00
Dasani Water 8 pk., 16.9 oz. btls. $3.65
Donitos Tortilla Chips Pre-Priced $1.98
Lay’s Potato Chips Pre-Priced $4.29 $2.61
TenderCrust Sandwich White Bread 24 oz. loaf $61¢
Wonder Classic White Bread 20 oz. loaf $1.49
Wide Awake Single Serve Coffee Cups select varieties 12 ct. $2.90
Shurfine Sodas select varieties 12 pk., 12 oz. cans $2.16
Kool-Aid Bursta Drinks select varieties 6 pk., 8 oz. $88¢
Shurfine Honey Squeeze Bear 12 oz. $1.79
Shurfine Hot Cocoa Mix with or without marshmallows 8 ct. $89¢
Dasani Water 24 pk., 16.9 oz. btls. $3.65
Kraft Barbecue Sauce original or sweet honey only 18 oz. $2.00
Louisiana Hot Sauce 10 oz. FREE
FOOD KING DEVINE January 23-29, 2019
SAVE!
AFI COUPON
VALID 1/23-29/19
7520192026
Cheerios (8.9 oz.)
Trix (10.7 oz.)
Lucky Charms (10.5 oz.)
Honey Nut Cheerios (10.8 oz.)
Reese’s Puffs (11.5 oz.)
Cinnamon Toast Crunch (12 oz.)
when you buy any 4* General Mills cereals listed below!
OFF $2
Limit one coupon per transaction.
This coupon will only be redeemed by Affiliated Foods, Inc. Member Store. Valid in-store only. This coupon will not be redeemed through General Mills, Inc. Void if altered, copied, sold, purchased, transferred, exchanged or where prohibited or restricted by law. One coupon per purchase of specified product(s). Good only in the USA, APOs, and FPOs. CONSUMER: Coupon cannot be combined with any other coupon or offer. Consumer pays any sales tax. Cash value 1/100 cent. Coupon is not redeemable for cash. © General Mills.
<table>
<thead>
<tr>
<th>Product</th>
<th>Brand</th>
<th>Size/Type</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>StarKist Chunk Light Tuna</td>
<td></td>
<td>in water or oil, 5 oz.</td>
<td>86¢</td>
</tr>
<tr>
<td>Bush's Best Canned Beans</td>
<td></td>
<td>select varieties, 10-16 oz.</td>
<td>78¢</td>
</tr>
<tr>
<td>Wolf Brand Chili</td>
<td></td>
<td>with or without beans, 19 oz.</td>
<td>$2.00</td>
</tr>
<tr>
<td>Nissin Cup Noodles</td>
<td></td>
<td>select varieties, 0.35 oz.</td>
<td>30¢</td>
</tr>
<tr>
<td>Speed Stick or Lady's Speed Stick Deodorant/ Antiperspirant</td>
<td>Speed Stick</td>
<td>select varieties, 1.4-1.8 oz.</td>
<td>99¢</td>
</tr>
<tr>
<td>Gain Ultra Dish Soap</td>
<td></td>
<td>select varieties, 1.6 oz.</td>
<td>$1.48</td>
</tr>
<tr>
<td>Simply Done Facial Tissue</td>
<td></td>
<td>160 ct.</td>
<td>84¢</td>
</tr>
<tr>
<td>TopCare Acetaminophen Pain Relief caps or 4 tablets</td>
<td>TopCare</td>
<td>100 ct.</td>
<td>$1.82</td>
</tr>
<tr>
<td>9 Lives Cat Food</td>
<td></td>
<td>select varieties, 4 pk., 3.5 oz.</td>
<td>$1.79</td>
</tr>
<tr>
<td>Sportmix Mini Chunk or Energy Plus Dog Food</td>
<td>Sportmix</td>
<td>30 lbs. bonus bag</td>
<td>$25.42</td>
</tr>
<tr>
<td>Nature's Café Premium Wild Bird Food</td>
<td>Nature's Café</td>
<td>5 lb.</td>
<td>$2.98</td>
</tr>
<tr>
<td>Kraft American Singles</td>
<td></td>
<td>Pre-Priced $3.59, 12 oz.</td>
<td>$1.86</td>
</tr>
<tr>
<td>Pillsbury Crescent Rolls</td>
<td></td>
<td>select varieties, 9 oz.</td>
<td>$1.82</td>
</tr>
<tr>
<td>Kraft Philadelphia Cream Cheese</td>
<td>Kraft Philadelphia</td>
<td>original or 1/3 less fat, 8 oz. box</td>
<td>65¢</td>
</tr>
<tr>
<td>Tampico Punch</td>
<td></td>
<td>gallon</td>
<td>$1.16</td>
</tr>
<tr>
<td>Shurfine Waffles</td>
<td></td>
<td>select varieties, 10 ct.</td>
<td>$1.24</td>
</tr>
<tr>
<td>Stouffer's Dinners</td>
<td></td>
<td>select varieties, 7.8-12 oz.</td>
<td>$1.92</td>
</tr>
<tr>
<td>Valu Time Pizza</td>
<td></td>
<td>select varieties, 3.5 oz.</td>
<td>50¢</td>
</tr>
<tr>
<td>Kraft American Singles</td>
<td></td>
<td>Pre-Priced $3.59, 12 oz.</td>
<td>$1.86</td>
</tr>
<tr>
<td>Pillsbury Crescent Rolls</td>
<td></td>
<td>select varieties, 9 oz.</td>
<td>$1.82</td>
</tr>
<tr>
<td>Kraft Philadelphia Cream Cheese</td>
<td>Kraft Philadelphia</td>
<td>original or 1/3 less fat, 8 oz. box</td>
<td>65¢</td>
</tr>
<tr>
<td>Tampico Punch</td>
<td></td>
<td>gallon</td>
<td>$1.16</td>
</tr>
<tr>
<td>Shurfine Waffles</td>
<td></td>
<td>select varieties, 10 ct.</td>
<td>$1.24</td>
</tr>
<tr>
<td>Stouffer's Dinners</td>
<td></td>
<td>select varieties, 7.8-12 oz.</td>
<td>$1.92</td>
</tr>
<tr>
<td>Valu Time Pizza</td>
<td></td>
<td>select varieties, 3.5 oz.</td>
<td>50¢</td>
</tr>
<tr>
<td>Kraft American Singles</td>
<td></td>
<td>Pre-Priced $3.59, 12 oz.</td>
<td>$1.86</td>
</tr>
<tr>
<td>Pillsbury Crescent Rolls</td>
<td></td>
<td>select varieties, 9 oz.</td>
<td>$1.82</td>
</tr>
<tr>
<td>Kraft Philadelphia Cream Cheese</td>
<td>Kraft Philadelphia</td>
<td>original or 1/3 less fat, 8 oz. box</td>
<td>65¢</td>
</tr>
<tr>
<td>Tampico Punch</td>
<td></td>
<td>gallon</td>
<td>$1.16</td>
</tr>
<tr>
<td>Shurfine Waffles</td>
<td></td>
<td>select varieties, 10 ct.</td>
<td>$1.24</td>
</tr>
<tr>
<td>Stouffer's Dinners</td>
<td></td>
<td>select varieties, 7.8-12 oz.</td>
<td>$1.92</td>
</tr>
<tr>
<td>Valu Time Pizza</td>
<td></td>
<td>select varieties, 3.5 oz.</td>
<td>50¢</td>
</tr>
<tr>
<td>Kraft American Singles</td>
<td></td>
<td>Pre-Priced $3.59, 12 oz.</td>
<td>$1.86</td>
</tr>
<tr>
<td>Pillsbury Crescent Rolls</td>
<td></td>
<td>select varieties, 9 oz.</td>
<td>$1.82</td>
</tr>
</tbody>
</table>
Fully Cooked Breaded Chicken Tenders $76.00 each

Cacique Chorizo beef, pork, or soy 9 oz. 77¢ each

Armour LunchMakers select varieties 16 oz. 12 oz. $1.41 each

Eckrich Red Rind Bologna or Cotto Salami 16 oz. 14 oz. $1.14 each

Pollock Fillet 99¢ pound

Mission Homestyle Flour Tortillas 30 ct. $1.34 each

Owens Pork Sausage select varieties 1 lb. 76¢ pound

Foster Farms Value Pack Breast Nuggets or Patties 9 oz. 11 oz. $2.16 each

Food King Corn Tortillas yellow or white 30 ct. 95¢ each

Cacique Chorizo beef, pork, or soy 9 oz. 77¢ each

Sleeved Celery garden fresh 97¢ each

Super Select Cucumbers garden fresh 48¢ each

Chromatic Bouquet each 8.88

Mini Sweet Peppers garden fresh 1 lb. 97¢ pound

Pollock Fillet 99¢ pound

Fully Cooked Breaded Chicken Tenders $76.00 each

Cacique Chorizo beef, pork, or soy 9 oz. 77¢ each

Armour LunchMakers select varieties 16 oz. 12 oz. $1.41 each

Eckrich Red Rind Bologna or Cotto Salami 16 oz. 14 oz. $1.14 each

Pollock Fillet 99¢ pound

Mission Homestyle Flour Tortillas 30 ct. $1.34 each

Owens Pork Sausage select varieties 1 lb. 76¢ pound

Foster Farms Value Pack Breast Nuggets or Patties 9 oz. 11 oz. $2.16 each

Food King Corn Tortillas yellow or white 30 ct. 95¢ each

Cacique Chorizo beef, pork, or soy 9 oz. 77¢ each

Sleeved Celery garden fresh 97¢ each

Super Select Cucumbers garden fresh 48¢ each

Chromatic Bouquet each 8.88

Mini Sweet Peppers garden fresh 1 lb. 97¢ pound

Pollock Fillet 99¢ pound

100 E. Colonial Parkway
Devine, TX

Visit us on the web at http://www.foodkingcostplus.com/

Prices Effective January 23-29, 2019

ACCEPTED IN FOOD KING STORE...

Food King

Cost Plus Food

SAVE!
Devine Supercenter

175 Interstate 35 N, TX 78016
Open until 12 am
Mon - Sun | 6 am - 12 am

Services at This Store

- Pharmacy
  Open until 9 pm
  Mon - Fri | 9 am - 9 pm
  Sat      | 9 am - 7 pm
  Sun      | 10 am - 6 pm

- Auto Care Center
  Open until 7 pm

- Photo Center
  Closed until 10 am

- Pickup
  Open until 8 pm

- Vision Center
  Open until 8 pm

Popular Times at This Store

Find Items in This Store

Enter an item name:  

### Operation Details

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

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>414794</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Location Address:</td>
<td>240 COUNTY ROAD 774 DEVINE, TX 78016</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>240 COUNTY ROAD 774 DEVINE, TX 78016</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>830-665-9567</td>
</tr>
<tr>
<td>County:</td>
<td>MEDINA</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:arabians09.am@gmail.com">arabians09.am@gmail.com</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>ALMA MARTINEZ</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
<td>11/5/1992</td>
</tr>
<tr>
<td>Permit Renewal Due By Date:</td>
<td>11/5/2020</td>
</tr>
<tr>
<td>Conditions on Permit:</td>
<td>No</td>
</tr>
<tr>
<td>Accepts Child-Care Subsidies:</td>
<td>Yes</td>
</tr>
<tr>
<td>Hours of Operation:</td>
<td>06:00 AM-06:30 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>83</td>
</tr>
<tr>
<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
</tr>
<tr>
<td>Number Of Admin Penalties:</td>
<td>6</td>
</tr>
<tr>
<td>Corrective Action:</td>
<td>No</td>
</tr>
<tr>
<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
</tbody>
</table>

### Three Year Inspection Summary

- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years; Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.
- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.

- In the last three years, Licensing conducted the following:
  - 21 - Inspections
  - 2 - Assessments
  - 1 - Self Reported Incidents
  - 4 - Reports

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

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

### Three Year Compliance Summary

- During the last three years, 1984 standards were evaluated for compliance at this operation.
- Of the standards evaluated 67 deficiencies were cited.

  Click on the number of deficiencies to see additional details.

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

- The weights of the standard deficiencies cited in the past three years are as follows:
  - 13 were weighted as High
  - 28 were weighted as Medium - High
  - 13 were weighted as Medium
  - 1 was weighted as Medium - Low
  - 2 were weighted as Low

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

202 E. Hondo Ave. Devine, TX 78016 Phone 830-663-2993 Fax 830-663-6380 library@cityofdevine.com

Library Employees
Debra DuBose
Stacy Pyron

The mission of the Driscoll Public Library is to serve the people of the Devine community by providing the materials, facilities and personnel required to meet the cultural, informational, and educational needs of the community with the resources made available; and to utilize these resources in a most prudent and fiscally responsible manner.

General Information

The Driscoll Public Library is a public facility funded by the tax payers of the City of Devine. Patrons are also drawn from the neighboring communities of Natalia, Moore, and Bigfoot. The Library is located on E Hondo Ave adjacent to the railroad track. It is an accredited member of the Texas State Library System.

The Library catalog includes books, audio books, periodicals, DVDs, and a digital library consisting of downloadable e-books, audio books, and videos. The collection also includes a local history area, which includes the local paper, Devine News, on microfilm. Our catalog is also available for review online at http://driscoll.biblionix.com

The public access computers are equipped with a high speed Internet making it convenient for patrons to do research, homework, check e-mail, acquire weather reports, analyze stock, etc. The public access computers are also equipped with Microsoft software that allows patrons to prepare resumes, flyers, brochures, invitations, etc.

Children's programs include a preschool Story Time, each Tuesday at 10:30 am, and the Summer Reading Program. The Summer Reading Program is held in June-August and includes live entertainment, crafts, movies and an eight week long reading challenge for ages 5 - 18. For information on other programming throughout the year check out the community calendar located on the upper right side of this page.

Library tours may be arranged for schools, daycare providers, scout troops, and others by contacting the library at 830-663-2993.

Hours of Operation
Mondays - Friday
10:00 am - 6:00 pm
Closed Saturday & Sunday

The Library observes the following holidays:
- New Year’s Day
- Martin Luther King’s Birthday
- President’s Day
- Good Friday

40 hrs/wk
Crazy cold snap will bring wind chills of -56 degrees January 28, 2019
KSAT Weather: Strong cold front arrives Monday evening January 28, 2019
The Weather This Week: Cloudy and cool to start, strong front by week's end January 14, 2019
This state's temps plummeted to minus 56 degrees this week January 11, 2019

The information contained on the City of Devine's website is for general information purposes only. While the City of Devine strives to keep the information up to date and correct, we make no guarantees of any kind, express or implied, about the completeness, accuracy, or availability with respect to the information contained on the website.

We Support

Archives
November 2016

City Park

City of Devine 303 South Teel Drive Devine, Texas 78016 Phone: 830-663-2804 Fax: 830-663-2208

The Mission of the City of Devine Park is to provide a safe, clean, attractive facility for our community and visitors for leisure play and relaxation. Our park has 5 stand alone picnic tables spread out for picnics, restrooms, 2 sitting benches and large jungle gym covered by trees. No alcoholic beverages or glass containers are allowed in the park and pet owners must clean up after pets.

The park provides recreation services and amenities for our youths. Land for this park was given by Judge and Mrs. Joe E. Briscoe on November 1, 1988.

Park is located at the intersection of Windy Knoll and Colonial Parkway. Park pavilion can host many visitors for social gatherings and family outings and no reservations are required. First come, first serve.

Large jungle gym supplies hours of fun for our youths.

The city park also has a large swing set, walking path which encompasses the whole park and large open playing area. Come on out and enjoy yourselves.

The city has a second park “John Curcio City Park”. The park is located at the corner of Hester Ave. and Tilley Dr. Come on out and enjoy yourselves.

San Antonio News

Woman rescued after falling asleep at wheel, rolling vehicle off San Antonio road January 29, 2019 Caleb Downs, San Antonio Express-News

SAPD: Gunmen at large after fatal shooting at NW Side apartments January 29, 2019 Caleb Downs, San Antonio Express-News

Coach Johnson works to rebuild YWLA basketball program January 29, 2019 By Mike Considine, Correspondent

City One Daily News

Shooting that wounded 5 Houston officers started with warrant attempt January 29, 2019

‘Enough is enough’: Union president speaks out after 5 LEOs injured in shootout January 29, 2019

5 Houston officers injured in shootout, 2 suspects dead January 29, 2019

Why police departments don’t buy the right body armor January 28, 2019

Caleb Downs, San Antonio Express-News
GET FIT WHEN IT FITS

STAFFED HOURS FOR NON-MEMBERS

<table>
<thead>
<tr>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>SUNDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00 AM - 7:00 PM</td>
<td>10:00 AM - 7:00 PM</td>
<td>10:00 AM - 7:00 PM</td>
<td>10:00 AM - 4:00 PM</td>
<td>10:00 AM - 1:00 PM</td>
<td>By appointment only</td>
<td></td>
</tr>
</tbody>
</table>

DEVINE SNAP FITNESS

205-885-9200

814 S Honda Ave
Devine, TX 78036

devine@snapfitness.com

GET FIT NOW

JOIN SNAPNATION

REQUEST INFO IN A SNAP

CONTACT US

GET FITTER FASTER

TRAIN WITH US

GET FIT YOUR WAY

+ SINGLE + JOINT + FAMILY

$39.95 | STANDARD
GLOBAL ACCESS CARD

CHANGE YOUR LIFE - JOIN NOW

CHOOSE YOUR MEMBERSHIP

FIRST NAME

LAST NAME

PHONE NUMBER

EMAIL

I agree to Snap Fitness Privacy Policy.

I agree to Snap Fitness Terms and Conditions.

I agree to Snap Fitness Usage Terms and Conditions.

GET FITTER FASTER

WORKOUTS

APPAREL MONITORING

PERSONAL TRAINING

TRAIN WITH US

GET FIT YOUR WAY
Municipal Golf Course

WELCOME TO DEVINE GOLF COURSE

Built in 1967, Devine Golf Course is located in Devine, Texas, only minutes southwest of San Antonio. Managed by Golf Pro Shannon Rangel, Devine Golf Course features oak-lined fairways, a pro shop, snack shop and beautiful banquet facilities.

Hours of Operations

Tue – Fri | 8 a.m. – Dusk  
Sat – Sun | 7 a.m. – Dusk

Community Calendar

There are no upcoming events at this time.

More Links

Home
Annual Report
Economic Development
Mayor and Council
Residents
Business
Visitors
2016 CCR
Municipal Airport
Municipal Court
Contact Us
Pay Online
Meetings

PoliceOne Daily News

Shooting that wounded 5 Houston officers started with warrant attempt January 29, 2019

‘Enough is enough’: Union president speaks out after 5 LEOs injured in shootout January 29, 2019

5 Houston officers injured in shootout, 2 suspects dead January 29, 2019

Why police departments don’t buy the right body armor January 28, 2019

San Antonio News

Woman rescued after falling asleep at wheel, rolling vehicle off San Antonio road January 29, 2019

Caleb Downs, San Antonio Express-News

SAPD: Gunmen at large after fatal shooting at NW Side apartments January 29, 2019

Caleb Downs, San Antonio Express-News

Coach Johnson works to rebuild YWLA basketball program January 29, 2019

By Mike Considine, Correspondent

South San girls seek third-consecutive playoff berth January 29, 2019

By Mike
## Rates

<table>
<thead>
<tr>
<th></th>
<th>Weekdays</th>
<th>Weekends</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Greens Fees</strong></td>
<td>$24.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>Includes half a cart</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Seniors, Military, Students</strong></td>
<td>$18.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Includes half a cart</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Weather

- **Tue**
  - High: 50°
  - Low: 36°

- **Wed**
  - High: 55°
  - Low: 42°

- **Thu**
  - High: 60°
  - Low: 52°

- **Fri**
  - High: 68°
  - Low: 54°

### Get in touch

- **116 Malone Dr.**
- **Devine, TX 78016**
- **(830) 665-9943**
Recommended by 2 people

God is leading this ministry into new things for Him in 2015
December 30, 2014

March 12, 2017

if you are low income and need food, come sign up. if you are over 60 and low income we have commod... See More
November 6, 2018

Do you recommend Devine Food Pantry Ministry?

Yes  No

See All

Posts

Devine Food Pantry Ministry is asking for donations.
May 4, 2018

In response to our need of plastic bags, the Schroeder family donated two boxes of plastic bags to the food pantry. Ernest Schroeder stopped by and dropped these off yesterday. It was good to see him again.

Blessings
Devine Food Pantry Ministry

@DevineFoodPantryMinistry

Devine Food Pantry Ministry

Cassie Hoffman at Lytle High School sent out a reminder request to the students this week and challenged them to bring in bags.

Here's the result of her request.

Devine Food Pantry Ministry

April 27, 2018

Write a comment...
FIND A MEALS ON WHEELS PROVIDER NEAR YOU

Meals on Wheels operates in virtually every community in America through our network of more than 5,000 independently-run local programs. While the diversity of each program’s services and operations may vary based on the needs and resources of their communities, they are all committed to supporting their senior neighbors to live healthier and more nourished lives in their own homes.

Use the search below to find the program closest to you or a loved one and give them a call. They can help guide you and get you started.

FIND YOUR LOCAL PROGRAM

* 78016

OR SEARCH BY CITY & STATE

Medina County Meals on Wheels
808 Harper
Hondo, TX 78861
19.22 miles
830-741-6160
Home Delivered Meals
Group Settings Meals

Pearsall Senior Citizens Center
411 North Willow St.
Pearsall, TX 78061
20.97 miles
N/A

Poteet Senior Citizens Center
556 Ave. East, PO Box 815
PROVIDING MUCH MORE THAN JUST A MEAL

At the core of the Meals on Wheels service is a nutritious meal, companionship and a watchful eye on the health and safety of our seniors. For those who have trouble getting around, we bring the service to you. For those who can still venture out into their communities, we serve in gathering places, such as senior centers and community facilities.

NUTRITIOUS MEAL

Adequate nutrition is necessary for health, functionality and the ability to remain independent. Healthy eating can increase mental acuity, resistance to illness and disease, energy levels, immune system strength, recuperation speed and the ability to manage chronic health problems. Meals on Wheels ensures that seniors have access to adequate nutrition even when family support, mobility and resources are lacking.

FRIENDLY VISIT

For many, the trusted Meals on Wheels volunteer or staff member who shows up every day with a meal and a smile is the only person they see or speak with all day. This special delivery is the reason to get up in the morning, something to look forward to, and a reminder to take good care of themselves. Seniors able to travel to congregate meal sites also receive valuable social
SAFETY CHECK

Along with the inevitable impacts of aging come the increased risks of medical emergencies, falls and other accidents. The safety check that accompanies each meal delivery ensures that, in the case of an emergency or problem, medics will be called, families will be notified and our seniors will not be forgotten.

WHAT YOU CAN EXPECT

ELIGIBILITY

Meals on Wheels focuses on caring for individuals whose diminished mobility makes it hard to shop for food, prepare meals or socialize with others. Generally programs serve adults 60 and over, although age requirements can vary by program and areas served. People who are mobile enough to join others for meals in a group setting where seniors congregate, like senior centers and cafes, are encouraged to do so; while others less mobile may qualify for home delivery.

PAYMENT

Depending on individual circumstances, meals may be provided along a sliding fee scale, from no cost to full price. While no senior will be denied a meal because of an inability to pay, he/she may be asked to contribute voluntarily toward the cost of a meal. However, it is important to note that in many areas of the country, the need for meals far exceeds the resources available to provide them, leading to wait lists and/or being turned away.

ADDITIONAL SERVICES

Some community programs are able to offer additional services that further support the quality of life and independence of their clients. These can include pet food delivery for clients’ pets, home repair services, telephone reassurance and transportation services for doctor appointments and other needs. Some programs offer meals to meet special dietary needs, cultural or ethnic preferences, and other programs serve fruits and vegetables right out of their own gardens!

Additional services may also include emergency meals for bad weather days and hospital discharge programs that are proven to reduce readmissions. Contact your local program to see what’s available in your area.
WHAT YOU NEED TO GET STARTED

Most Meals on Wheels programs begin the process through an application, which may then lead to an assessment of the need for meals and other supportive services. Some programs may additionally require a referral letter from a doctor or social worker. Contact your local program to find out how to get the ball rolling in your community.
<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>H-E-B Grocery</td>
<td>225 South IH 35</td>
<td>Pearsall</td>
<td>78061</td>
<td>1.92</td>
</tr>
<tr>
<td>II</td>
<td>H-E-B Pharmacy</td>
<td>225 South IH 35</td>
<td>Pearsall</td>
<td>78061</td>
<td>1.92</td>
</tr>
<tr>
<td>III</td>
<td>Frio Regional Hospital</td>
<td>200 IH 35 South</td>
<td>Pearsall</td>
<td>78061</td>
<td>2.03</td>
</tr>
<tr>
<td>IV</td>
<td>Sunshine Day Care Center</td>
<td>507 E. San Antonio St.</td>
<td>Pearsall</td>
<td>78061</td>
<td>.93</td>
</tr>
<tr>
<td>VI</td>
<td>Pearsall Public Library</td>
<td>200 E. Trinity</td>
<td>Pearsall</td>
<td>78061</td>
<td>.80</td>
</tr>
<tr>
<td>VII</td>
<td>Polo Patino Park</td>
<td>147 W. Davila St.</td>
<td>Pearsall</td>
<td>78061</td>
<td>1.09</td>
</tr>
<tr>
<td>XI</td>
<td>Moreno Park</td>
<td>415 Brazos St.</td>
<td>Pearsall</td>
<td>78061</td>
<td>.90</td>
</tr>
<tr>
<td>XIII</td>
<td>Meals on Wheels San Antonio</td>
<td>Greater San Antonio</td>
<td></td>
<td></td>
<td>Svc Area</td>
</tr>
</tbody>
</table>
Pine Hills Estates II
3-Mile Radius Map
Pine Hills Estates II
4-Mile Radius Map
Weekly Ad Deals

Deals This Week
at Pearsall H-E-B
Make this My Store

Weekly Ad
Valid Feb 06 - Feb 12

Grid View

My Store
Pearsall H-E-B

Categories
Shop by Category

lov is ALL WE NEED
Happy Valentine’s Day
Thursday, Feb. 14

YOUR CHOICE!
Cilantro, Church’s Pickles, White Onions

LOW PRICES
since 1905

heb.com order online curbside pickup or home delivery

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?

H-E-B
Bringing Texans
low prices

CATEGORIES
Shop by Category

seas ood

MAK E AN IMPRESSION ON YOUR VALENTINE! Stop by to order or pick up unique Vase Floral Arrangements from our Floral Shop

LOOKING FOR THE PERFECT VALENTINE’S GIFT?
We have a large selection of Custom Designed Hand-Tied Bouquets—Designed for your love in mind!

LOW PRICES
since 1905

H-E-B
Bringing Texans
low prices

3 Days Left to Save!

Help

H-E-B
11111!
Creamy Poblano or Spicy & Cheesy CAI

SAVE 75¢
$4.53
H-E-B Variety Pack Chips assorted varieties

SAVE $1
in-store coupon

H-E-B Fully Cook Seasoned Ribs With BBQ Sauce

State Fair 100% Beef, 8 ct or Classic Corn Dogs, 9 ct

3 Days Left to Save!

JillllIP ... E! E

sA ! E

~~~l:.y Pa<k Chip s
$4~~
12 • 20ct . •
M$Ol’tt<rv;i. r ot t ,es
WIlln•stOffCoup()l?
Pearsall H-E-B

Mon-Sun: 06:00 AM - 11:00 PM
Store Phone: (830) 334 - 3374
Pharmacy Phone: (830) 334 - 3237

225 SOUTH IH 35
PEARSALL, TX 78061-6630
Corporate #620

Get directions

Pharmacy
Pharmacy Phone: (830) 334 - 3237
Mon-Sat: 09:00 AM - 07:00 PM
Sun: 10:00 AM - 05:00 PM
Compounding Drive Thru
Available Store Services

Meat Market
  Custom Meat Cutting

Seafood
  Gulf Shrimp
  Wild Alaska

Store Services
  Gas Station

Nearby Stores

Lytle H-E-B plus!

19337 MCDONALD STREET
LYTLE, TX 78052-3622

Store Phone:  (830) 772 - 5021
Store Hours:  Mon-Sun 06:00 AM - 12:00 AM
Pharmacy Phone:  (830) 772 - 5748
Pharmacy Hours: Mon-Fri 08:00 AM - 08:00 PM
                Sat 09:00 AM - 06:00 PM
                Sun 10:00 AM - 05:00 PM

Hondo H-E-B

609 19TH STREET
HONDO, TX 78861-2504

Store Phone:  (830) 426 - 4349
Store Hours:  Mon-Sun 07:00 AM - 11:00 PM
Pharmacy Phone:  (830) 426 - 5312
Pharmacy Hours: Mon-Fri 09:00 AM - 07:00 PM
Here Everything's Better

No Store Does More™ to bring families in Texas the very best locally grown produce, 100% pure beef, and hundreds of products made around the world - all at great low prices.

Learn More

SIGN UP FOR EMAIL UPDATES

Sign up to receive exclusive email-only savings and information.

Enter your email address

Store Details Make My H-E-B Store

Company

Find a Store
About Us
Careers
Community
Newsroom
Corporate Responsibility
Our Brands
Store Openings

Our Services

Curbside & Home Delivery
Ship to Home
Texas Pharmacy License # 27356

HEB PHARMACY #620

License Information

License Status: Active
License #: 27356
Expiration Date: 08/31/2019
Date License Issued: 02/02/2011

Address
225 SOUTH IH 36
PEARSALL, TX 78061
County: FRIO
Phone: (830) 334-3237

Pharmacy Details

Prior Disciplinary Orders*: No

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Any disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

Class of Pharmacy: Community Pharmacy
Type of Ownership: Partnership
Type of Pharmacy: Community Multi
# of Hospital beds: 0

Employment Information

Pharmacist in Charge
LAWLER, TRACIE MARIE

Pharmacy Profile

Accessible to disabled persons? Yes
Participates in the Texas Medicaid program? Yes
Translating services (Listed Below If Available) Spanish

Remedial Plans

Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

Services Provided

No Nuclear
Yes Out-Patient Prescriptions
No Ship Prescription Out of State
No Class D (Expanded Formulary)
No Class D (Alternative Visit Schedule)
No Compounding Sterile-Risk Level Low
No Compounding Sterile-Risk Level Med
No Compounding Sterile-Risk Level High
No Compounding Non-Sterile
No 24 Hour Service
No Closed Door
No Compounding, Office Use
No Home Delivery
No Infusion
Yes Pharmacist Administered Immunizations
Yes Veterinary Prescriptions

Texas Pharmacist Employment Information

Pharmacist Name | License # | Registr. Date | Expir. Date | Emp. Status | License Status
--- | --- | --- | --- | --- | ---
HUGHES, KELSI ADELL | 56781 | 07/23/2015 | 01/31/2021 | Relief | Active
LAWLER, TRACIE MARIE | 49019 | 07/30/2010 | 10/31/2020 | PIC | Active
ROBY, MELANIE MOONLEY | 23576 | 09/27/1978 | 03/31/2020 | Staff | Active

Texas Registered Technicians/Trainees Employment Information

Technician/Trainee Name | License # | Registr. Date | Expir. Date | Emp. Status | Reg. Status
--- | --- | --- | --- | --- | ---
CRUZ, NORA H | 148396 | 09/02/2009 | 01/31/2020 | Staff | Active
HARRIS, RODGER | 130797 | 10/05/2005 | 08/31/2019 | Staff | Active
LONGINO, ROBIN | 21904 | 07/04/2017 | 07/31/2019 | Staff | Active
MARTINEZ, KATHY A | 108499 | 05/20/2004 | 06/31/2020 | Staff | Active
TORRES, HERMELINDA C | 127202 | 03/04/2005 | 08/31/2019 | Staff | Active

Texas Remote Pharmacy Information

Remote Pharmacy Name | Registr. # | Address | City | State | Zipcode
--- | --- | --- | --- | --- | ---
No records to view

Texas Pharmacy Owner Information

Owner Name | Owner Title | Address | City | State | Zipcode
--- | --- | --- | --- | --- | ---
H-E-B, LP | OWNER | | | |
NORMAN, CRAW ROBERT | OFFICER | | | |
OTTO, MARTIN H | OFFICER | | | |
READ, DOUGLAS EDWARD | OFFICER | | | |
MOUNT, STEPHEN C | OFFICER | | | |

The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
Emergency services

Whether it's a little fever or a heart attack or the onset of a stroke, the need for medical emergency care can happen at any time. So it's good to know that highly experienced emergency experts are available around the clock at Frio Regional Hospital, should you ever need their help.

A wide range of emergency care
Our Frio hospital is equipped to treat patients of all ages in a vast range of emergency situations. And we provide care for many conditions and symptoms—from broken bones to severe pain. Here are just a few of the conditions we see in the emergency room:

- Stroke. If you suffer a stroke (one of the most common types of stroke), our team offers clot-busting drugs that can help limit permanent disability.
- Pediatric emergencies. Members of our emergency team are certified in pediatric advanced life support, so your child is in good hands.
- Trauma. Injuries from car crashes or other accidents are among the issues we’re qualified to treat in our Level 4 trauma center.
- Rattlesnake bites. Antivenom medication is available in our hospital, along with monitoring and medical assessments, to help you recover.
- Heart attack. Emergency medicines can help reduce injury to the heart muscle when given early. We offer prompt assessment and proper medication management.

We have state-of-the-art services to treat you closer to home and, when needed, stabilize and transfer you to another facility with the right level of care.

High-tech emergency telemedicine
Our hospital uses today's technology to diagnose and treat you quickly in an emergency. One example is our telemedicine partnership. It brings the best in stroke care to our town. Telemedicine specialists use a telemedicine “robot” in our emergency room to evaluate suspected stroke patients, and who may be candidates for stroke-stopping medicine. That allows you to work with an expert, without ever leaving Frio. We use the same technology to connect you with a cardiology specialist, so you have the right assessments and treatment when you’re experiencing an irregular heartbeat.

Other equipment and services include a rapid CT imaging scanner and on-site lab testing.

Emergency care from a very experienced team
When you’re seriously ill or injured, you shouldn’t have to worry and wonder. Is there a quality emergency room near me? At Frio Regional Hospital, you can feel confident. You’ll receive high-quality care based on solid research findings and backed by clinical knowledge.

In fact, our dedicated team brings more than 50 years of professional experience in emergency medicine. Supporting our highly qualified doctors are registered nurses with special certifications in trauma, stroke, newborn resuscitation and advanced cardiac life support.

Friendliness you’d expect from your community hospital
The experts in our emergency room will treat you with kindness and compassion too. Like family, you might say. After all, we’re members of the same community as Frio Regional Hospital. Should you ever need us, our emergency department is there to serve you.

If you are experiencing a medical emergency, call 911 or medical emergency services can take you to the nearest emergency room.

If you have other questions about the emergency services provided at Frio Regional Hospital, let us know. Feel free to contact Cassandra Orozco at cassandra.orozco@myfrh.com.
### Operation Details

You may click on the question mark image (扒) to view the Frequently Asked Questions (FAQ) page.

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>138682</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Sunshine Day Care Center</td>
</tr>
<tr>
<td>Location Address:</td>
<td>507 E SAN ANTONIO ST PEARL, TX 78061</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>P O Box 243 P O Box 243 Pearins, TX 78061</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>830-334-8727</td>
</tr>
<tr>
<td>County:</td>
<td>FRIO</td>
</tr>
<tr>
<td>Website Address:</td>
<td><a href="mailto:sunshine.daycare12@yahoo.com">sunshine.daycare12@yahoo.com</a></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:sunshine.daycare12@yahoo.com">sunshine.daycare12@yahoo.com</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Erica Gonzales</td>
</tr>
<tr>
<td>Second Director Name:</td>
<td>Vanessa Kinsey</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
<td>1/29/1987</td>
</tr>
<tr>
<td>Permit Renewal Due By Date:</td>
<td>1/29/2021</td>
</tr>
<tr>
<td>Conditions on Permit:</td>
<td>No</td>
</tr>
<tr>
<td>Accepts Child-Care Subsidies:</td>
<td>Yes</td>
</tr>
<tr>
<td>Hours of Operation:</td>
<td>07:30 AM-05:30 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>85</td>
</tr>
<tr>
<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
<td>1/29/1987</td>
</tr>
<tr>
<td>Conditions on Permit:</td>
<td>No</td>
</tr>
<tr>
<td>Accepts Child-Care Subsidies:</td>
<td>Yes</td>
</tr>
<tr>
<td>Hours of Operation:</td>
<td>07:30 AM-05:30 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>85</td>
</tr>
<tr>
<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
</tr>
<tr>
<td>Number Of Admin Penalties:</td>
<td>0</td>
</tr>
<tr>
<td>Corrective Action:</td>
<td>No</td>
</tr>
<tr>
<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
<td>No</td>
</tr>
</tbody>
</table>

#### Three Year Inspection Summary
- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years, Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.
- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.
- In the last three years, Licensing conducted the following:
  - 4 - Inspections
  - 0 - Assessments
  - 2 - Self Reported Incidents
  - 0 - Reports

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

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

#### Three Year Compliance Summary
- During the last three years, 1799 standards were evaluated for compliance at this operation.
- Of the standards evaluated 1 deficiency was cited.

Click on the number of deficiencies to see additional details.

- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.
- The weights of the standard deficiencies cited in the past three years are as follows:
  - 0 were weighted as High
  - 0 were weighted as Medium - High
  - 1 was weighted as Medium
  - 0 were weighted as Medium - Low
  - 0 were weighted as Low

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

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

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

Library

Features
- ADA Accessible
- Audio / Visual Connection
- Chairs
- DVD
- Internet
- Meeting Room
- Microwave
- Parking
- Projector
- Projector Screen
- Refrigerator
- Restrooms
- VCR
- Water
- Wi-Fi

Availability

<table>
<thead>
<tr>
<th></th>
<th>Sun 1/27</th>
<th>Mon 1/28</th>
<th>Tue 1/29</th>
<th>Wed 1/30</th>
<th>Thu 1/31</th>
<th>Fri 2/1</th>
<th>Sat 2/2</th>
</tr>
</thead>
<tbody>
<tr>
<td>9am</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
</tr>
<tr>
<td>10am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Library
200 E. Trinity
Pearsall, TX 78061

Contact
David Medrano
830-334-2496

Hours
M - F 9:00 AM — 5:45 PM
Sat Closed
Sun Closed

Rating
This facility has not yet been rated.

Sources: Esri, …
Polo Patino Park is conveniently located on the west side of town. The park is nestled under an abundant amount of mature trees with lots of open space for gatherings and family-fun activities.

HOURS
Sunday - Thursday
6 a.m. - 10 p.m.
Friday
6 a.m. - Midnight
Saturday
6 a.m. - 1 a.m. (Sunday) COMING SOON
Skate park and splash pad coming in time for summer - stay tuned for updates!

PARK USE
Polo Patino Park is available daily to the public but can also be reserved for small to big gatherings. The park has been reserved for:
- Basketball tournaments
- Birthday parties
- Church festivals
- Family reunions
- Fundraisers
- Political rallies
- Tennis tournaments

RESERVATIONS To reserve the park, you must first obtain a General Use Park Permit (PDF) and the Special Event Request Form (PDF). Submit the forms to City Hall between the hours of 8 a.m. to 4:30 p.m. Please allow 2 weeks for approval and processing. Pearsall Rules and Regulations can also be downloaded for your convenience.
Pearsall Rules and Regulations can also be downloaded for your convenience.

City Hall is located at:
215 S Ash Street
Pearsall, TX 78061

ALCOHOL RESTRICTIONS Restrictions on sale and use of alcoholic beverages in parks between the following hours:
Sunday - Thursday
Noon - 10:00 p.m.

Friday
Noon - Midnight

Saturday
Noon - 1:00 a.m. (Sunday)

Availability

Subscribe to Calendar Updates

2023

January 2019

20 21 22 23 24 25 26
27 28 29 30 31
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30 31
1 2 3 4 5

A Back to Top
Moreno Park is the perfect place to spend the day with family and friends. A cozy park situated on Brazos Street, Moreno Park can host family parties, fundraising events or just a day out with the kids.

**HOURS**
- Sunday - Thursday: 6 a.m. - 10 p.m.
- Friday: 6 a.m. - Midnight
- Saturday: 6 a.m. - 1 a.m. (Sunday) PARK USE

Moreno Park is open daily to the public, but can also be reserved to be used for small to medium-sized gatherings. The park has been reserved for:
- Birthday parties
- Family reunions
- Fundraisers
- Political rallies

The Large brick Barbeque Pit can hold hundreds of pieces of chicken and works well for catering events or barbeque plate sales.

**RESERVATIONS** To reserve the park, you must first obtain a [General Use Park Permit](#). Submit the forms to City Hall between the hours of 8 a.m. to 4:30 p.m. Please allow 2 weeks for approval and processing. Pearsall Rules and Regulations can also be downloaded for your convenience.

City Hall is located at:
215 S Ash Street
Pearsall, TX 78061

**ALCOHOL RESTRICTIONS** Restrictions on sale and use of alcoholic beverages in parks between the following hours:
- Sunday - Thursday: Noon - 10:00 p.m.
YOU GIVE THEM THE FUTURE
when you include Meals on Wheels San Antonio in your planned giving, you strengthen the community by making sure we're here to deliver more than a meal for years to come.
LEARN MORE

WAYS TO GIVE
Help ensure no senior is left behind.
LEARN MORE

BODY & SOUL
Find out how Meals on Wheels offers more than a meal.
LEARN MORE

VOLUNTEER
Volunteer with us and see/feel an immediate impact.
LEARN MORE

WHY MEALS ON WHEELS?
The number of seniors in our country will grow exponentially in the coming years. Meals on Wheels is a proven public-private partnership that effectively addresses the challenges of aging by promoting health and improving quality of life for our nation’s most vulnerable seniors. By leveraging the existing Meals on Wheels Network, we have the opportunity to not only keep seniors at home, where they want to be, but also save billions in tax dollars by keeping them out of more costly healthcare alternatives. Find out how Texas stands up....
LEARN MORE

See above Pearsall Senior Center

Meals on Wheels

4306 NW Loop 410
San Antonio, Texas 78229
Phone: 210.735.5115
Fax: 210.735.5659
Tax ID: 74-1948646
Phone: 210.735.5115

SEARCH

MEALS ON WHEELS AMERICA 2019 MEMBER
Ms. Carpenter,

Yes, we deliver meals to isolated people with disabilities and older adults. How may I be of service?

Regards,
Martha Schoenewe
Director

Meals on Wheels San Antonio

On Feb 10, 2019 8:00 PM, Alyssa Carpenter <ajcarpen@gmail.com> wrote:

Dear Ms. Schoenewe:

Do you operate a Meals on Wheels program for home-delivered meals for seniors in Pearsall TX? Thank you!

Regards,

Alyssa Carpenter
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
This application qualifies for 3 points for Underserved Area under the following subsection:

(C) The Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report; (3 points);

This application is located in Census tract 48325000800. According to the HTC property inventory, this tract has the following HTC award: 92092 Devine Manor Senior Citizens (1992). This 2019 HTC application is for the rehabilitation of 92092 Devine Manor Senior Citizens and is therefore eligible for 3 Underserved Area points because the development site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago.

Source: US Census
This application qualifies for 3 points for Underserved Area under the following subsection:

(C) The Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report; (3 points);

This application is located in Census tract 48163950100. According to the HTC property inventory, this tract has the following HTC award: 92091 Pearsall Manor Senior Citizens (1992). This 2019 HTC application is for the rehabilitation of 92091 Pearsall Manor Senior Citizens and is therefore eligible for 3 Underserved Area points because the development site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago.
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core

NA
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

CRP Packet is uploaded along with but separate from this Application
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrews</td>
<td>Cottle</td>
<td>Haskell</td>
<td>Lubbock</td>
</tr>
<tr>
<td>Angelina</td>
<td>Crosby</td>
<td>Hays</td>
<td>Lynn</td>
</tr>
<tr>
<td>Aransas</td>
<td>Dallam</td>
<td>Hemphill</td>
<td>Madison</td>
</tr>
<tr>
<td>Archer</td>
<td>Dawson</td>
<td>Henderson</td>
<td>Martin</td>
</tr>
<tr>
<td>Armstrong</td>
<td>DeWitt</td>
<td>Hidalgo</td>
<td>Mason</td>
</tr>
<tr>
<td>Atascosa</td>
<td>Deaf Smith</td>
<td>Hill</td>
<td>Matagorda</td>
</tr>
<tr>
<td>Austin</td>
<td>Dickens</td>
<td>Hopkins</td>
<td>Maverick</td>
</tr>
<tr>
<td>Bandera</td>
<td>Dimmit</td>
<td>Hood</td>
<td>McLennan</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Donley</td>
<td>Houston</td>
<td>McMullen</td>
</tr>
<tr>
<td>Baylor</td>
<td>Duval</td>
<td>Howard</td>
<td>Medina</td>
</tr>
<tr>
<td>Bee</td>
<td>Eastland</td>
<td>Hutchinson</td>
<td>Midland</td>
</tr>
<tr>
<td>Bell</td>
<td>Edwards</td>
<td>Jackson</td>
<td>Milam</td>
</tr>
<tr>
<td>Bexar</td>
<td>Ellis</td>
<td>Jasper</td>
<td>Mills</td>
</tr>
<tr>
<td>Blanco</td>
<td>Erath</td>
<td>Jefferson</td>
<td>Mitchell</td>
</tr>
<tr>
<td>Borden</td>
<td>Falls</td>
<td>Jim Hogg</td>
<td>Montgomery</td>
</tr>
<tr>
<td>Bosque</td>
<td>Fannin</td>
<td>Jim Wells</td>
<td>Moore</td>
</tr>
<tr>
<td>Brazoria</td>
<td>Fayette</td>
<td>Johnson</td>
<td>Motley</td>
</tr>
<tr>
<td>Brazos</td>
<td>Fisher</td>
<td>Jones</td>
<td>Navarro</td>
</tr>
<tr>
<td>Briscoe</td>
<td>Floyd</td>
<td>Karnes</td>
<td>Newton</td>
</tr>
<tr>
<td>Brooks</td>
<td>Foard</td>
<td>Kendall</td>
<td>Nolan</td>
</tr>
<tr>
<td>Brown</td>
<td>Fort Bend</td>
<td>Kenedy</td>
<td>Nueces</td>
</tr>
<tr>
<td>Burleson</td>
<td>Frio</td>
<td>Kent</td>
<td>Ochiltree</td>
</tr>
<tr>
<td>Burnet</td>
<td>Gaines</td>
<td>Kerr</td>
<td>Oldham</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Galveston</td>
<td>Kimble</td>
<td>Orange</td>
</tr>
<tr>
<td>Calhoun</td>
<td>Garza</td>
<td>King</td>
<td>Palo Pinto</td>
</tr>
<tr>
<td>Callahan</td>
<td>Gillespie</td>
<td>Kinney</td>
<td>Parker</td>
</tr>
<tr>
<td>Cameron</td>
<td>Glasscock</td>
<td>Kleberg</td>
<td>Parmer</td>
</tr>
<tr>
<td>Carson</td>
<td>Goliad</td>
<td>Knox</td>
<td>Polk</td>
</tr>
<tr>
<td>Castro</td>
<td>Gonzales</td>
<td>La Salle</td>
<td>Potter</td>
</tr>
<tr>
<td>Chambers</td>
<td>Gray</td>
<td>Lampasas</td>
<td>Rains</td>
</tr>
<tr>
<td>Childress</td>
<td>Grimes</td>
<td>Lavaca</td>
<td>Randall</td>
</tr>
<tr>
<td>Cochran</td>
<td>Guadalupe</td>
<td>Lee</td>
<td>Real</td>
</tr>
<tr>
<td>Coke</td>
<td>Hall</td>
<td>Leon</td>
<td>Refugio</td>
</tr>
<tr>
<td>Coleman</td>
<td>Hamilton</td>
<td>Liberty</td>
<td>Roberts</td>
</tr>
<tr>
<td>Collingsworth</td>
<td>Hansford</td>
<td>Limestone</td>
<td>Robertson</td>
</tr>
<tr>
<td>Colorado</td>
<td>Hardeman</td>
<td>Lipscomb</td>
<td>Runnels</td>
</tr>
<tr>
<td>Comal</td>
<td>Hardin</td>
<td>Live Oak</td>
<td>Sabine</td>
</tr>
<tr>
<td>Comanche</td>
<td>Harris</td>
<td>Llano</td>
<td>San Augustine</td>
</tr>
<tr>
<td>Coryell</td>
<td>Hartley</td>
<td>Loving</td>
<td>San Jacinto</td>
</tr>
</tbody>
</table>

2019 Declared Disaster Areas
Counties Eligible under §11.9(d)(3) of the 2019 QAP
as of November 5, 2018
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed
This Tab is Not Applicable
2019 HTC Full Application

Part 2 Tab 11

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.99 and 3.059</td>
<td>2.99 and 3.059</td>
<td>2.99 and 3.059</td>
<td>NA</td>
</tr>
</tbody>
</table>

(*) 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:

Devine is 2.99 acres and Pearsall is 3.059 acres. ESA not required for USDA applications.

2. **Site Control [10 TAC §11.204(10)]**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If "Yes," please explain:

If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.

Expiration of Contract or Option: 12/31/2020  Anticipated Closing Date: 6/31/20

- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [x] The Property has the following encumbrance(s):

3. **Ingress/Egress and Easements [9% and 4% HTC Only] [10 TAC §11.204(10)(D)]**

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- [ ] Evidence of an easement, leasehold, or similar documented access; and
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse 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.

  + Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

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

- 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 includes an additional 10% of units at 30% AMI. **(Competitive HTC only)**

  *Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.*

- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. **(Competitive HTC only)**

- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). **(Competitive HTC only)**

If a revised form is submitted, date of submission: 

---

3/1/2019
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.99 and 3.05</td>
<td>2.99 and 3.05</td>
<td>3.00 &amp; 3.06</td>
<td>NA</td>
</tr>
</tbody>
</table>

(*) 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:**

Devine is 2.99 acres and Pearsall is 3.059 acres. Appraisals rounded acreages up. ESA not required for USDA applications.

2. **Site Control [10 TAC §11.204(10)]**

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

<table>
<thead>
<tr>
<th>Scattered Site, See Tab 13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If "Yes," please explain:

If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- **X** Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.

Expiration of Contract or Option: **12/31/20**  Anticipated Closing Date: **6/31/20**

- **X** Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- **X** The Property has the following encumbrance(s):

**TDHCA HTC LURA**
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement

4. **30% increase in Eligible Basis “Boost” (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse 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.†*
  +Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
  * Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments
- Development is located in a Small Area Difficult Development Area (SAI)
- 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 includes an additional 10% of units at 30% AMI. (Competitive HTC only)
  - Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

*If a revised form is submitted, date of submission 4/8/19*
Douglas Hamilton is Construction Compliance Supervisor of Hamilton Properties Corporation. In 2003 Douglas joined his father Kenneth E. Hamilton and brother J. Ryan Hamilton at Hamilton Properties Corporation (HPC), Springfield, Missouri. Formed in 1968, HPC was formed to develop, construct and manage over 2,500 housing units for the following state and federal agencies of government: USDA/Rural Development in Missouri, Kansas, Oklahoma, Texas, and Nebraska; Missouri Housing Development Commission, Kansas Housing Resources Corporation, Oklahoma Housing Finance Agency, Texas Department of Housing and Community Affairs and Nebraska Investment Finance Agency.
<table>
<thead>
<tr>
<th><strong>Site Control Documentation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).</td>
</tr>
<tr>
<td>☐ If identity of interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.</td>
</tr>
<tr>
<td>☐ If Application is requesting Direct Loan Funds, contract for sale, option to purchase or option to lease includes the language required by 10 TAC §13.5(e).</td>
</tr>
<tr>
<td>☑ Title Commitment or Policy</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Ingress/Egress and Easements</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Increase in Eligible Basis (30% Boost)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</td>
</tr>
<tr>
<td>☐ 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.</td>
</tr>
<tr>
<td>☐ SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.</td>
</tr>
<tr>
<td>☐ Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.</td>
</tr>
</tbody>
</table>

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
2019 HTC Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made between Rural Housing Developers – Texas, LLC, a Missouri Limited Liability Company, its successors or assigns (as applicable, the "Buyer"), whose notice address for notices by mail is 3556 S. Culpepper, Suite 4, Springfield, MO 65804, Attention: Ryan Hamilton (Fax: 417-883-5203), and Devine Manor Senior Citizens, Ltd., a Texas limited partnership, ("Owner"), whose notice address is 2900 N Government Way, #88, Coeur d’Alene, ID 83815. The effective date of this Agreement (the "Effective Date") shall be the date of execution by Owner, as specified beside Owner’s execution below, subject to the provisions of Section 16 below.

RECITALS:

A. Owner is the fee simple owner of that certain real property more particularly described on Exhibit A attached as a part hereof (the "Land"), together with (1) all easements, rights of way, appurtenances and other rights, if any, pertaining thereto (collectively, the "Appurtenances"); and (2) the buildings, parking areas, access ways and other improvements located on the Land (collectively, the "Improvements"). The Land, Appurtenances and Improvements are hereinafter collectively called the "Real Property." The Real Property constitutes a 32 unit multi-family housing project located in the City of Devine, Medina County, Texas, and commonly known as the "Devine Manor Senior Citizens." The Real Property, the landlord’s interest in any and all leases applicable to the Real Property (herein "Leases"), and any personal property of Owner located at the Real Property and used in conjunction with the ownership, leasing, management, maintenance, or repair thereof (the "Personal Property"), are herein collectively called the "Property."

B. Buyer wishes to obtain an option to purchase the Property on the terms hereinafter set forth, and Owner is willing to grant a purchase option to Buyer on the terms hereinafter set forth.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises contained herein, the payment by Buyer of the Option Price, as hereinafter defined, to Owner, and other good and valuable, consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties agree as follows:


1.1 Grant. Owner hereby grants to Buyer the irrevocable and exclusive option to purchase the Property (and not less than all the Property) upon the terms and conditions hereinafter set forth (the "Option"). The Option shall commence upon the effective date of this Agreement and shall expire on the earlier of (a) Buyer’s election to terminate the Option (the "Termination Election"), which Termination Election may be exercised by Buyer at any time by Buyer’s giving Owner written notice thereof (the "Termination Notice"); or (b) 5:00 p.m. (CDT/CST) on December 31, 2020 (the "Option Expiration Date"). As used herein, the term
"Option Term" shall mean the original term of the Option together with any extension thereof. Owner shall not be obligated to extend the Option Term beyond the Option Expiration Date stated above.

1.2 Option Price. At the time this Agreement has been executed by Owner and Buyer and as a condition of this Agreement becoming effective, Buyer shall pay Owner the sum of $10.00 (the "Option Price"). Owner acknowledges that Buyer will incur additional costs and expenses in evaluating the property, seeking tax credits to assist in the rehabilitation of the Improvements, and seeking approval to assume the RD Loan (as hereinafter defined). Such additional costs and expenses and Buyer’s reliance on this Agreement to preserve its right to purchase the Property should Buyer be allocated such tax credits for the Property and be permitted to assume the RD Loan, will constitute additional consideration for the Option.

2. Exercise of Option.

2.1 Time and Method of Exercise. At any time during the Option Term, Buyer may exercise the Option by giving Owner written notice (the "Exercise Notice") stating that Buyer exercises the Option. The Option shall be deemed timely exercised if the Exercise Notice is received by Owner prior to the expiration of the Option Term. The provisions of Section 12 below shall govern notices under this Agreement, including the Exercise Notice. Owner agrees that Buyer may file a copy of the Exercise Notice, with the legal description of the Property attached, in the office of the County Clerk of Titus County, Texas (the "County Clerk") as evidence of its exercise of the Option.

2.2 Failure To Exercise. In the event that Buyer fails to exercise the option before the end of the Option Term, the Option shall automatically terminate at the end of the Option Term, without further notice to Buyer, and thereafter this Option Agreement shall be of no further force or effect, except for the last sentence of Section 6.3 and Section 7.

3. Purchase Price and Form of Closing Documents. In the event that Buyer exercises the Option, the total Purchase Price (the "Purchase Price") for the Property shall be Two Hundred Twenty-Four Thousand Dollars and 00/100 (U.S. $224,000.00) plus the assumption at Closing of the existing USDA Rural Development Section 515 Loan secured by the Property which is in the current approximate amount of $718,822.00 (the "RD Loan"). The difference between the Purchase Price and the assumed RD Loan will be the equity paid to the Seller. Promptly after receipt of the Exercise Notice, the parties shall use good faith efforts to mutually agree upon the form and substance of the Closing Documents, as hereinafter defined. $942,822 Total

4. Closing. The consummation of the purchase and sale of the Property (the "Closing") shall take place at a day and time mutually agreeable to Buyer and Owner not later than ninety (90) days after the Exercise Notice is given by Buyer. The Closing shall take place at the offices of a title insurance company agent mutually acceptable to Owner and Buyer (the "Closing Agent"), or at such other place as the parties hereto shall mutually agree upon in writing. At the Closing and provided Buyer pays the full Purchase Price in immediately available funds, Owner and/or Buyer, as applicable, shall execute and deliver the following: (a) a special warranty deed (the "Deed") conveying the Real Property to Buyer, subject to those
matters listed on Schedule 1 attached as a part hereof (the “**Permitted Title Exceptions**” which term shall also include any Title Objections, as hereinafter defined, which Owner is not obligated to cure and has not elected to cure); (b) an Assignment and Assumption Agreement (the “**Lease Assignment**”) pursuant to which Owner shall assign to Buyer all of Owner’s right, title, and interest under the Leases and Buyer shall assume Owner’s obligations under the Leases; (c) a bill of sale and assignment conveying to Buyer any tangible and intangible Personal Property which is a part of the Property (the “**Bill of Sale**”); (d) any required notices to be given to the tenants of the Property advising them of the transfer to Buyer; (e) the Owner’s Substitute 1099-S certification; (f) a FIRPTA affidavit stating the United States taxpayer identification number of Owner and that Owner is not a foreign person as defined in Internal Revenue Code Section 1445(b)(2); (g) the settlement statement prepared by the title insurance agent; (h) any seller’s affidavits customarily required by title insurance companies to enable buyers of similar properties to obtain customary title insurance coverages; and (i) such other documentation and assurances as Buyer, Owner, the Closing Agent, the Title Insurer, Buyer’s lenders, the Texas Department of Housing & Community Affairs, USDA Rural Development, and Buyer’s investors may reasonably request. The documents listed in clauses (a) through (i) above are herein called the **Closing Documents**. At the Closing, Buyer shall, as a condition to Owner’s obligations, pay the balance of the Purchase Price (subject to prorations and adjustments as hereinafter provided) to Owner in immediately available funds and execute and deliver to Owner those Closing Documents Buyer is required to execute. At Closing, Owner shall deliver to Buyer possession of the Property, subject to the rights of tenants.

5. **Transaction Costs and Prorations.**

5.1 Owner’s **Transaction Costs.** Owner shall pay the following costs: (a) all of the costs necessary to satisfy any mortgages or other liens on the Property (excluding the RD Loan), and cure or satisfy any other Title Objections that Owner has elected to cure or satisfy; (b) the costs and fees of Owner’s counsel; (c) the cost to satisfy any requirements pertaining to Owner contained in the Title Commitment, as hereinafter defined (but not the removal of any Permitted Title Exceptions or Title Objections that Owner has not agreed to remove); (d) one-half (1/2) of the documentary stamp tax applicable to the Deed; (e) one-half (1/2) the cost to record the Deed and any other Closing Documents; (f) one-half (1/2) of Closing Agent’s closing fee; and (g) all other costs and expenses of Owner specified elsewhere in this Agreement.

5.2 Buyer’s **Transaction Costs.** Buyer shall pay the following costs: (a) the cost of any Survey required by Buyer; (b) the costs and fees of Buyer’s counsel; (c) the abstracting charges, title examination fees, and premiums for the Title Policy, any loan policy(ies) of title insurance required by Buyer’s lender(s), and any special endorsements or coverages; (d) one-half (1/2) of the documentary stamp tax applicable to the Deed; (e) one-half (1/2) the cost to record the Deed and any other Closing Documents; (f) the cost to satisfy any requirements pertaining to Buyer, or the financing of Buyer’s purchase, contained in the Title Commitment; (g) any costs related to Buyer’s assumption of the RD Loan and any other financing of Buyer’s purchase of the Property; (h) one-half (1/2) of Closing Agent’s closing fee; and (i) all other costs and expenses of Buyer specified elsewhere in this Agreement.

5.3 **Prorations.** Ad valorem taxes, utility charges not paid by tenants,
and similar charges or income relating to the Property shall be prorated as of the date of Closing
based on the full amount of, and latest available information concerning, such taxes, rents, and
other charges. The cash payment at the Closing shall be increased or decreased as may be
required by the foregoing prorations and if necessary. If the ad valorem taxes for the year of
Closing are not known as of the Closing Date, the tax proration shall be appropriately adjusted as
soon as practicable after receipt of the tax bill for the year of Closing. For purposes of making
the prorations required hereunder, a 365-day year and the actual number of days in the month of
Closing will be used, and Buyer will be deemed the owner of the Property on the Closing date.
Owner will pay to Buyer at Closing all security deposits held by Owner relating to leases of the
Real Property.

6. Obligations During Option Term. The parties shall be governed by the following
during the Option Term and thereafter until Closing if the Option is exercised.

6.1 Survey. If Buyer desires a survey of the Real Property, then Buyer shall
obtain a survey (the "Survey") at Buyer's own expense prior to the Closing.

6.2 Title Commitment. During the Option Term and in any event before
Buyer exercises the Option, Buyer shall, at Buyer's expense, obtain a title insurance commitment
(the "Title Commitment") for an ALTA owner's policy of title insurance on the Real Property
in an amount acceptable to Buyer (the "Title Policy") issued by a national title insurance
company acceptable to Buyer (the "Title Insurer"), together with copies of all recorded
instruments which are the subject of the requirements and proposed special exceptions listed in
the Title Commitment (the "Title Documents"). Buyer shall furnish Owner a copy of the Title
Commitment, the Title Documents, and if obtained by Buyer, the Survey. Within ten (10) days
after Buyer's receipt of the Title Commitment, Title Documents, and if applicable, Survey,
Buyer shall notify Owner in writing ("Buyer's Objection Notice") of any matters listed
in the Title Commitment which are objectionable to Buyer (herein the "Title Objections." which
term shall not include the Permitted Title Exceptions). Within ten (10) days after receipt of Buyer's
Objection Notice, Owner shall notify Buyer in writing (the "Cure Notice") which Title
Objections, if any, Owner elects to cure. If Buyer has not received a Cure Notice within said 10-
day period, the same shall be deemed to constitute Owner's election not to cure any of the Title
Objections. Owner shall not be obligated to cure any of Buyer's Title Objections. Notwithstanding
the foregoing and if Buyer exercises the Option, Owner agrees (a) to cooperate
with Buyer's cure of any reasonable Title Objections that can be cured, (b) to satisfy any
requirements contained in the Title Commitment relating to Owner's authority to consummate
the sale transaction, (c) to execute and deliver the Closing Documents it is required to execute.
If Owner does not elect, or is deemed to have elected not, to cure any Title Objections, Buyer's
only options shall be either (i) to terminate this Agreement and elect not to exercise the Option or
if already exercises, rescind the exercise of the Option (which right is hereby granted) by giving
written notice of such election (the "Termination Notice") within twenty-five (25) days after
Buyer's receipt of the Title Commitment, Title Documents, and Survey, or (ii) to elect to
preserve the Option in effect and if already exercised or thereafter exercised, accept title to the
Real Property subject to any Title Objections which Owner has elected not to cure.

6.3 Access, Inspections, and Testing. Buyer shall have reasonable access to
the Real Property (subject to the rights of the tenants) to perform, at Buyer's expense, such
testing, investigations and other actions as Buyer deems necessary or appropriate to satisfy itself
that the Property is suitable to Buyer. Buyer shall not disturb the tenants' peaceable possession
of the Real Property. If any such testing, investigations, or other actions by Buyer materially
damages the Property, Buyer shall restore the same at Buyer's expense. Buyer hereby
indemnifies and agrees to hold Owner harmless from and against any and all liens and other
claims arising out of any such testing, investigations, or other actions.

6.4  Continued Operations, Leasing of the Real Property. Throughout the
Option Period and until the date of any Closing if the Option is exercised (but not past any
Closing Date), Owner shall continue to cause the Real Property to be operated, insured,
maintained, repaired, and replaced, as necessary, in accordance with the standards that Owner
has done so in the past. Owner will not accept a prepayment of rent under a Lease or a release
any parties liable thereunder (including any guarantors) without Buyer's prior written approval
which Buyer may withhold in its absolute discretion; provided, however, Owner shall be entitled
to enforce the provisions of the Leases in accordance with customary business practices.
Further, at all times during the Option Term and the Closing if the Option is exercised, Owner
shall refrain from conveying, mortgaging, granting an easement over, or otherwise further
cumbering the Property, or any portion thereof or any interest therein, or otherwise altering the
existing condition of title to the Property, without prior written consent of Buyer. Buyer agrees

7.  Broker's Commission. Buyer and Owner represent and warrant to each other that
there are no brokerage or finder's fees, commissions or other compensation owing to any real
estate brokers, agents, or other parties in connection with this Agreement or the consummation of
the purchase and sale pursuant to any exercise of the Option. Each party (the "Indemnifying
Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified
Party") from any damages, loss or liability resulting from the inaccuracy of any of the foregoing
representations and warranties made by the Indemnifying Party.

8.  Representations and Warranties of the Parties; Further Assurances.

8.1  Buyer represents, warrants, and agrees with the Owner as follows:

(a) Buyer has the full power and authority to execute, deliver and
perform its obligations under this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation
of Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency,
and other similar laws, and subject to principles of equity.

(c) Buyer has such knowledge and experience in financial and
business matters that it is capable of evaluating the merits and risks of the purchase of the
Property.

(d) The execution, delivery and performance of Buyer's obligations
under this Agreement and the consummation of the transactions contemplated hereby (i) will not
result in a breach or violation of any contract, commitment or restriction to which Buyer is a
party or by which Buyer is bound and (ii) do not require any consent, approval or other
authorization of any person, entity or authority not previously obtained.

8.2 Owner represents, warrants, and agrees with the Owner as follows:

(a) Owner has the full power and authority to execute, deliver and
perform its obligations under this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation
of Owner enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency,
and other similar laws, and subject to principles of equity.

(c) The execution, delivery and performance of Owner’s obligations
under this Agreement and the consummation of the transactions contemplated hereby (i) will not
result in a breach or violation of any contract, commitment or restriction to which Owner is a
party or by which Owner or the Property is bound and (ii) do not require any consent, approval
or other authorization of any person, entity or authority not previously obtained.

8.3 Owner and Buyer each agrees to execute and deliver to the other party
such documents or instruments and to take such other actions as may be reasonable or necessary
or as may be reasonably requested by the other in furtherance of the performance of the terms,
covenants and conditions of this Agreement.

9. Condemnation or Casualty. If, prior to any Closing, all or any material part of the
Real Property is taken or threatened by eminent domain or damaged by fire or other casualty,
Buyer shall have the right either (a) to terminate this Agreement; or (b) to take the Property, or
remainder thereof, AS IS, and to pay the full Purchase Price for the Property. Owner shall be
entitled to retain any condemnation award.

10. Default. If any party (the “Defaulting Party”) defaults under this Agreement, the
other party shall be entitled to all of the rights and remedies set forth in this Agreement or
otherwise afforded by applicable law or equity, including, without limitation, the right to seek
damages, specific performance and injunctive relief (prohibitive or mandatory). In any action to
interpret or enforce this Agreement, the prevailing party shall be entitled to recover its court
costs and the reasonable fees and expenses of its attorneys and expert witnesses, including any
such fees and expenses incurred in connection with insolvency, bankruptcy, or appellate
proceedings.

11. Assignment. Buyer shall have the right to assign its rights and obligations under
this Agreement, before or after the exercise of the Option, without Owner’s consent, provided
that any such assignment shall include all of the assignor’s right, title, claim, and interest in and
to the Option Price paid to Owner, to the extent the same or any portion thereof shall be
refundable or shall be entitled to be applied on the Purchase Price. After any such assignment all
references to the “Buyer” herein shall be deemed to be references to the assignee. Any such
assignment (a) shall be effective as to Owner only after Owner has received written notice
thereof, (b) shall not delay or extend any time periods provided herein, and (c) shall not require
the Owner to re-perform any obligations hereunder which have already been performed in favor
of the assignor.

12. Notices. Any notice, demand, request, or other communication required or
permitted to be given or made under this Agreement shall be in writing and either (a) delivered
personally or by messenger or a nationally recognized overnight courier service, (b) sent postage
prepaid by express mail or first class certified mail, return receipt requested, or (c) sent by telex,
telegram, telecopy or other similar means of rapid transmission and confirmed by mailing written
confirmation thereof (as provided in clause (b) above) at substantially the same time as such
rapid transmission. The effective date of any notice shall be the date of delivery of the notice, if
by personal delivery, messenger or courier service, or if mailed, on the date upon which the
express mail receipt or the return receipt is signed or delivery, is refused or the notice is
designated by the postal authorities as unclaimed or not deliverable, as the case may be. The
notice addresses for Buyer and Owner shall be as set forth in the first paragraph of this
Agreement. Buyer and Owner may change their respective notice addresses by written notice to
the other in the manner provided above.

13. Miscellaneous. This Agreement and the schedules and exhibits attached hereto
contain the entire agreement between the parties respecting the matters herein set forth and
supersede all prior agreements between the parties respecting such matters. This instrument may
be executed in any number of counterparts, each of which shall be deemed an original but all of
which, when read together, shall constitute but one single Agreement. This Agreement may not
be modified, discharged or amended in any respect whatsoever except by agreement in writing
duly executed by both parties. This Agreement shall be construed and enforced in accordance
with the internal laws of the State of Texas. This Agreement shall be binding upon the parties
hereto and their respective successors and assigns and any successors in title to the Property. To
the extent any term or provision of this Agreement shall be held, found, or deemed to be
unreasonable, unlawful, or unenforceable, then the parties expressly agree that: any such term or
provision shall be modified to the extent necessary in order that any such term or provision shall
be legally enforceable to the fullest extent permitted by applicable law. The parties further agree
that any court of competent jurisdiction shall enforce, and the parties do hereby expressly authorize
any such court to enforce any such term or provision or to modify any such term or provision to
preserve to the fullest extent possible the intent of the parties and in order that any such term or
provision shall be enforced by such court to the fullest extent permitted by applicable law.

14. No Memorandum of Option. Because of Owner's agreements contained in
Sections 4 and 6.4, and Buyer's remedies contained in Section 10, if Owner defaults under this
Agreement, the parties agree that no memorandum of the Option granted herein shall be recorded
in the real estate records.

15. Time for Acceptance. The offer made by Owner as herein set out shall be void
unless a counterpart of this Agreement has been executed by Buyer and returned to Owner with
the Option Price by 5:00 p.m. (CDT/CST) on January 8, 2018. If this Agreement is timely
executed and returned to Owner with the Option Price, the date of Buyer's execution shall be the
"Effective Date" of this Agreement.
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the dates set forth below their respective executions below.

"Owner": DEVINE MANOR SENIOR CITIZENS, LTD., a Texas limited partnership

By: Megan Asset Services, LLC, a Kansas limited liability company, its General Partner

By: [Signature]
Name: Gary L. Maddock, Manager
Title: Manager
Date: 1/8/2019

[Buyer’s execution appears on following page]
“Buyer”:

RURAL HOUSING DEVELOPERS - TEXAS, LLC, a Texas limited liability company

By: ____________________________
Name: J. Ryan Hamilton
Title: Manager
Date: 1/8/2019
EXHIBIT A

Legal Description of the Land Attached

Lots 5, 6, 7, and 8, Block 4, NCB 196, Heritage Plaza, a subdivision in Medina County, Texas, according to plat of record in Volume 3, Pages 31 and 32, Medina County Plat Records and as per change of subdivision name as filed of record in Volume 250, Page 440, Medina County Deed Records.

SUBJECT, HOWEVER, TO THE FOLLOWING:


2. Utility Easements as shown on plat of record in Volume 3, Pages 31 and 32, Medina County Plat Records.
SCHEDULE 1

Permitted Title Exceptions

1. Real estate ad valorem taxes for the year in which the Closing occurs (which shall be prorated as provided in the Agreement), and subsequent years.

2. Terms, covenants, conditions and restrictions contained in any restrictive covenants of record as of the Effective Date.

3. Easements and rights-of-ways of record existing as of the Effective Date.

4. Any building setback lines and other matters shown on any recorded plat affecting the Land as of the Effective Date.

5. Zoning ordinances and other governmental regulations.

6. Title to all oil, gas, and other minerals, not limited solely to hydrocarbons vested in others, and all rights pertaining thereto.

7. Encroachments, overlaps and other matters which would be disclosed by an accurate survey of the Land and Improvements.

8. Rights of tenants in possession, as tenants only, under the Leases subject to the requirements relating thereto as contained in the Option Agreement to which this Schedule 1 is attached.

9. Any matters which constitute Title Objections by Buyer but which Owner elects not to cure or which Owner is deemed to have elected not to cure, as provided in the Option Agreement to which this Schedule 1 is attached.
ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT

This Assignment and Assumption of Option Agreement (this “Assignment”) is entered into this 25th day of February, 2019, by and between RURAL HOUSING DEVELOPERS – TEXAS, LLC, a Texas limited liability company (“Assignor”), and PINE HILLS ESTATES, LP, a Texas limited partnership (“Assignee”).

RECITALS

A. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Option Agreement.

B. Assignor is a party to that certain Option Agreement dated January 8, 2019 (“Option Agreement”), by and between Assignor, as Buyer, and Devine Manor Senior Citizens, Ltd., a Texas limited partnership, as Seller, and covering the Real Property, the Leases and the Personal Property located in Devine, Medina County, Texas;

C. Assignor desires to transfer, assign and deliver to Assignee all of Assignor’s rights, duties and obligations under the Option Agreement to purchase and acquire the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Rights and Obligations. Assignor hereby assigns to Assignee all of its right, title, interest, duties, responsibilities and obligations of whatever kind or nature it may have in, to and under the Option Agreement. Assignee shall be entitled to any rights and benefits of whatever kind or nature of Assignor as it relates to the purchase of the Property, including any earnest money, deposits, approvals and consents. Assignee hereby assumes the foregoing and agrees to perform all of the duties and obligations of Assignor under the Option Agreement as if Assignee were originally a party thereto.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, legal representatives, successors and assigns.

3. Further Assurances. The parties hereto agree to take all further actions and execute, acknowledge and deliver all further documents that are reasonably necessary or useful in carrying out the purposes of this Assignment.

4. Governing Law. This Assignment shall be governed by the internal laws of the State of Texas, without regard to principles of conflict of law.

[Signature Page Follows]
Dated as of the date above set forth.

ASSIGNOR: RURAL HOUSING DEVELOPERS-TEXAS, LLC, a Texas limited liability company

By: [Signature]

J. Ryan Hamilton, Manager

ASSIGNEE: PINE HILLS ESTATES, LP, a Texas limited partnership

By: Pine Hills Estates GP, LLC, a Texas Limited Liability Company, its general partner

By: [Signature]

Name: Kenneth E. Hamilton
Title: Managing Member
Josefina

This is to confirm that the Option fees for Devine Manor, Hempstead, Pearsall, and Sweeny Manor have been paid.

--
Gary

Gary L. Maddock  
The Megan Group of Companies  
2900 N Government Way, #88  
Coeur d'Alene, ID 83815  
Cell & Office: 913.685.9000  
Fax: 913.273.0563  
Email: gary@maddock.biz  
Website: www.TheMeganGroup.com
OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made between Rural Housing Developers – Texas, LLC, a Missouri Limited Liability Company, its successors or assigns (as applicable, the "Buyer"), whose notice address for notices by mail is 3556 S. Culpepper, Suite 4, Springfield, MO 65804, Attention: Ryan Hamilton (Fax: 417-883-5203), and Pearsall Manor Senior Citizens Housing, Ltd., a Texas limited partnership ("Owner"), whose notice address is 2900 N Government Way, #88, Coeur d'Alene, ID 83815. The effective date of this Agreement (the "Effective Date") shall be the date of execution by Owner, as specified beside Owner's execution below, subject to the provisions of Section 16 below.

RECITALS:

A. Owner is the fee simple owner of that certain real property more particularly described on Exhibit A attached as a part hereof (the "Land"), together with (1) all easements, rights of way, appurtenances and other rights, if any, pertaining thereto (collectively, the "Appurtenances"); and (2) the buildings, parking areas, access ways and other improvements located on the Land (collectively, the "Improvements"). The Land, Appurtenances and Improvements are hereinafter collectively called the "Real Property." The Real Property constitutes a 36 unit multi-family housing project located in the City of Pearsall, Frio County, Texas, and commonly known as the "Pearsall Manor Senior Citizens." The Real Property, the landlord's interest in any and all leases applicable to the Real Property (herein "Leases"), and any personal property of Owner located at the Real Property and used in conjunction with the ownership, leasing, management, maintenance, or repair thereof (the "Personal Property"), are herein collectively called the "Property."

B. Buyer wishes to obtain an option to purchase the Property on the terms hereinafter set forth, and Owner is willing to grant a purchase option to Buyer on the terms hereinafter set forth.

AGREEMENTS:

NOW THEREFORE, in consideration of the mutual promises contained herein, the payment by Buyer of the Option Price, as hereinafter defined, to Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties hereto, the parties agree as follows:

1. Grant of Option: Extension; Option Price.

   1.1 Grant. Owner hereby grants to Buyer the irrevocable and exclusive option to purchase the Property (and not less than all the Property) upon the terms and conditions hereinafter set forth (the "Option"). The Option shall commence upon the effective date of this Agreement and shall expire on the earlier of (a) Buyer's election to terminate the Option (the "Termination Election"), which Termination Election may be exercised by Buyer at any time by Buyer's giving Owner written notice thereof (the "Termination Notice"); or (b) 5:00 p.m. (CDT/CST) on December 31, 2020 (the "Option Expiration Date"). As used herein, the term
“Option Term” shall mean the original term of the Option together with any extension thereof. Owner shall not be obligated to extend the Option Term beyond the Option Expiration Date stated above.

1.2 **Option Price.** At the time this Agreement has been executed by Owner and Buyer and as a condition of this Agreement becoming effective, Buyer shall pay Owner the sum of $10.00 (the “Option Price”). Owner acknowledges that Buyer will incur additional costs and expenses in evaluating the property, seeking tax credits to assist in the rehabilitation of the Improvements, and seeking approval to assume the RD Loan (as hereinafter defined). Such additional costs and expenses and Buyer’s reliance on this Agreement to preserve its right to purchase the Property should Buyer be allocated such tax credits for the Property and be permitted to assume the RD Loan, will constitute additional consideration for the Option.

2. **Exercise of Option.**

2.1 **Time and Method of Exercise.** At any time during the Option Term, Buyer may exercise the Option by giving Owner written notice (the “Exercise Notice”) stating that Buyer exercises the Option. The Option shall be deemed timely exercised if the Exercise Notice is received by Owner prior to the expiration of the Option Term. The provisions of Section 12 below shall govern notices under this Agreement, including the Exercise Notice. Owner agrees that Buyer may file a copy of the Exercise Notice, with the legal description of the Property attached, in the office of the County Clerk of Frio County, Texas (the “County Clerk”) as evidence of its exercise of the Option.

2.2 **Failure To Exercise.** In the event that Buyer fails to exercise the option before the end of the Option Term, the Option shall automatically terminate at the end of the Option Term, without further notice to Buyer, and thereafter this Option Agreement shall be of no further force or effect, except for the last sentence of Section 6.3 and Section 7.

3. **Purchase Price and Form of Closing Documents.** In the event that Buyer exercises the Option, the total Purchase Price (the “Purchase Price”) for the Property shall be Two Hundred Fifty-Two Thousand Dollars and 00/100 (U.S. $252,000.00) plus the assumption at Closing of the existing USDA Rural Development Section 515 Loan secured by the Property which is in the current approximate amount of $806,671.00 (the “RD Loan”). The difference between the Purchase Price and the assumed RD Loan will be the equity paid to the Seller. Promptly after receipt of the Exercise Notice, the parties shall use good faith efforts to mutually agree upon the form and substance of the Closing Documents, as hereinafter defined. $1,058,671 Total

4. **Closing.** The consummation of the purchase and sale of the Property (the “Closing”) shall take place at a day and time mutually agreeable to Buyer and Owner not later than ninety (90) days after the Exercise Notice is given by Buyer. The Closing shall take place at the offices of a title insurance company agent mutually acceptable to Owner and Buyer (the “Closing Agent”), or at such other place as the parties hereto shall mutually agree upon in writing. At the Closing and provided Buyer pays the full Purchase Price in immediately available funds, Owner and/or Buyer, as applicable, shall execute and deliver the following: (a) a special warranty deed (the “Deed”) conveying the Real Property to Buyer, subject to those
matters listed on Schedule 1 attached as a part hereof (the “Permitted Title Exceptions” which term shall also include any Title Objections, as hereinafter defined, which Owner is not obligate to cure and has not elected to cure); (b) an Assignment and Assumption Agreement (the “Lease Assignment”) pursuant to which Owner shall assign to Buyer all of Owner’s right, title, and interest under the Leases and Buyer shall assume Owner’s obligations under the Leases; (c) a bill of sale and assignment conveying to Buyer any tangible and intangible Personal Property which is a part of the Property (the “Bill of Sale”); (d) any required notices to be given to the tenants of the Property advising them of the transfer to Buyer; (e) the Owner’s Substitute 1099-S certification; (f) a FIRPTA affidavit stating the United States taxpayer identification number of Owner and that Owner is not a foreign person as defined in Internal Revenue Code Section 1445(b)(2); (g) the settlement statement prepared by the title insurance agent; (h) any seller’s affidavits customarily required by title insurance companies to enable buyers of similar properties to obtain customary title insurance coverages; and (i) such other documentation and assurances as Buyer, Owner, the Closing Agent, the Title Insurer, Buyer’s lenders, the Texas Department of Housing & Community Affairs, USDA Rural Development, and Buyer’s investors may reasonably request. The documents listed in clauses (a) through (i) above are herein called the “Closing Documents.” At the Closing, Buyer shall, as a condition to Owner’s obligations, pay the balance of the Purchase Price (subject to prorations and adjustments as hereinafter provided) to Owner in immediately available funds and execute and deliver to Owner those Closing Documents Buyer is required to execute. At Closing, Owner shall deliver to Buyer possession of the Property, subject to the rights of tenants.

5. Transaction Costs and Prorations.

5.1 Owner’s Transaction Costs. Owner shall pay the following costs: (a) all of the costs necessary to satisfy any mortgages or other liens on the Property (excluding the RD Loan), and cure or satisfy any Title Objections that Owner has elected to cure or satisfy; (b) the costs and fees of Owner’s counsel; (c) the cost to satisfy any requirements pertaining to Owner contained in the Title Commitment, as hereinafter defined (but not the removal of any Permitted Title Exceptions or Title Objections that Owner has agreed to remove); (d) one-half (1/2) of the documentary stamp tax applicable to the Deed; (e) one-half (1/2) the cost to record the Deed and any other Closing Documents; (f) one-half (1/2) of Closing Agent’s closing fee; and (g) all other costs and expenses of Owner specified elsewhere in this Agreement.

5.2 Buyer’s Transaction Costs. Buyer shall pay the following costs: (a) the cost of any Survey required by Buyer; (b) the costs and fees of Buyer’s counsel; (c) the abstracting charges, title examination fees, and premiums for the Title Policy, any loan policy(ies) of title insurance required by Buyer’s lender(s), and any special endorsements or coverages; (d) one-half (1/2) of the documentary stamp tax applicable to the Deed; (e) one-half (1/2) the cost to record the Deed and any other Closing Documents; (f) the cost to satisfy any requirements pertaining to Buyer, or the financing of Buyer’s purchase, contained in the Title Commitment; (g) any costs related to Buyer’s assumption of the RD Loan and any other financing of Buyer’s purchase of the Property; (h) one-half (1/2) of Closing Agent’s closing fee; and (i) all other costs and expenses of Buyer specified elsewhere in this Agreement.

5.3 Prorations. Ad valorem taxes, rents, utility charges not paid by tenants,
and similar charges or income relating to the Property shall be prorated as of the date of Closing based on the full amount of, and latest available information concerning, such taxes, rents, and other charges. The cash payment at the Closing shall be increased or decreased as may be required by the foregoing prorations and if necessary. If the ad valorem taxes for the year of Closing are not known as of the Closing Date, the tax proration shall be appropriately adjusted as soon as practicable after receipt of the tax bill for the year of Closing. For purposes of making the prorations required hereunder, a 365-day year and the actual number of days in the month of Closing will be used, and Buyer will be deemed the owner of the Property on the Closing date. Owner will pay to Buyer at Closing all security deposits held by Owner relating to leases of the Real Property.

6. Obligations During Option Term. The parties shall be governed by the following during the Option Term and thereafter until Closing if the Option is exercised.

6.1 Survey. If Buyer desires a survey of the Real Property, then Buyer shall obtain a survey (the “Survey”) at Buyer’s own expense prior to the Closing.

6.2 Title Commitment. During the Option Term and in any event before Buyer exercises the Option, Buyer shall, at Buyer’s expense, obtain a title insurance commitment (the “Title Commitment”) for an ALTA owner’s policy of title insurance on the Real Property in an amount acceptable to Buyer (the “Title Policy”) issued by a national title insurance company acceptable to Buyer (the “Title Insurer”), together with copies of all recorded instruments which are the subject of the requirements and proposed special exceptions listed in the Title Commitment (the “Title Documents”). Buyer shall furnish Owner a copy of the Title Commitment, the Title Documents, and if obtained by Buyer, the Survey. Within ten (10) days after Buyer’s receipt of the Title Commitment, Title Documents, and if applicable, Survey, Buyer shall notify Owner in writing (“Buyer’s Objection Notice”) of any matters listed in the Title Commitment which are objectionable to Buyer (herein the “Title Objections.”) which term shall not include the Permitted Title Exceptions). Within ten (10) days after receipt of Buyer’s Objection Notice, Owner shall notify Buyer in writing (the “Cure Notice”) which Title Objections, if any, Owner elects to cure. If Buyer has not received a Cure Notice within said 10-day period, the same shall be deemed to constitute Owner’s election not to cure any of the Title Objections. Owner shall not be obligated to cure any of Buyer’s Title Objections. Notwithstanding the foregoing and if Buyer exercises the Option, Owner agrees (a) to cooperate with Buyer’s cure of any reasonable Title Objections that can be cured, (b) to satisfy any requirements contained in the Title Commitment relating to Owner’s authority to consummate the sale transaction, (c) to execute and deliver the Closing Documents it is required to execute. If Owner does not elect, or is deemed to have elected not, to cure any Title Objections, Buyer’s only options shall be either (i) to terminate this Agreement and elect not to exercise the Option or if already exercises, rescind the exercise of the Option (which right is hereby granted) by giving written notice of such election (the “Termination Notice”) within twenty-five (25) days after Buyer’s receipt of the Title Commitment, Title Documents, and Survey, or (ii) to elect to preserve the Option in effect and if already exercised or thereafter exercised, accept title to the Real Property subject to any Title Objections which Owner has elected not to cure.

6.3 Access, Inspections, and Testing. Buyer shall have reasonable access to
the Real Property (subject to the rights of the tenants) to perform, at Buyer’s expense, such testing, investigations and other actions as Buyer deems necessary or appropriate to satisfy itself that the Property is suitable to Buyer. Buyer shall not disturb the tenants’ peaceful possession of the Real Property. If any such testing, investigations, or other actions by Buyer materially damages the Property, Buyer shall restore the same at Buyer’s expense. Buyer hereby indemnifies and agrees to hold Owner harmless from and against any and all liens and other claims arising out of any such testing, investigations, or other actions.

6.4 **Continued Operations, Leasing of the Real Property.** Throughout the Option Period and until the date of any Closing if the Option is exercised (but not past any Closing Date), Owner shall continue to cause the Real Property to be operated, insured, maintained, repaired, and replaced, as necessary, in accordance with the standards that Owner has done so in the past. Owner will not accept a prepayment of rent under a Lease or a release of any parties liable thereunder (including any guarantors) without Buyer’s prior written approval, which Buyer may withhold in its absolute discretion; provided, however, Owner shall be entitled to enforce the provisions of the Leases in accordance with customary business practices. Further, at all times during the Option Term and the Closing if the Option is exercised, Owner shall refrain from conveying, mortgaging, granting an easement over, or otherwise further encumbering the Property, or any portion thereof or any interest therein, or otherwise altering the existing condition of title to the Property, without prior written consent of Buyer. Buyer agrees

7. **Broker’s Commission.** Buyer and Owner represent and warrant to each other that there are no brokerage or finder’s fees, commissions or other compensation owing to any real estate brokers, agents, or other parties in connection with this Agreement or the consummation of the purchase and sale pursuant to any exercise of the Option. Each party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other party (the “Indemnified Party”) from any damages, loss or liability resulting from the inaccuracy of any of the foregoing representations and warranties made by the Indemnifying Party.

8. **Representations and Warranties of the Parties; Further Assurances.**

8.1 Buyer represents, warrants, and agrees with the Owner as follows:

(a) Buyer has the full power and authority to execute, deliver and perform its obligations under this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws, and subject to principles of equity.

(c) Buyer has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Property.

(d) The execution, delivery and performance of Buyer’s obligations under this Agreement and the consummation of the transactions contemplated hereby (i) will not
result in a breach or violation of any contract, commitment or restriction to which Buyer is a party or by which Buyer is bound and (i) do not require any consent, approval or other authorization of any person, entity or authority not previously obtained.

8.2 Owner represents, warrants, and agrees with the Owner as follows:

(a) Owner has the full power and authority to execute, deliver and perform its obligations under this Agreement.

(b) This Agreement constitutes the legal, valid and binding obligation of Owner enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws, and subject to principles of equity.

(c) The execution, delivery and performance of Owner’s obligations under this Agreement and the consummation of the transactions contemplated hereby (i) will not result in a breach or violation of any contract, commitment or restriction to which Owner is a party or by which Owner or the Property is bound and (ii) do not require any consent, approval or other authorization of any person, entity or authority not previously obtained.

8.3 Owner and Buyer each agrees to execute and deliver to the other party such documents or instruments and to take such other actions as may be reasonable or necessary or as may be reasonably requested by the other in furtherance of the performance of the terms, covenants and conditions of this Agreement.

9. Condemnation or Casualty. If, prior to any Closing, all or any material part of the Real Property is taken or threatened by eminent domain or damaged by fire or other casualty, Buyer shall have the right either (a) to terminate this Agreement; or (b) to take the Property, or remainder thereof, AS IS, and to pay the full Purchase Price for the Property. Owner shall be entitled to retain any condemnation award.

10. Default. If any party (the “Defaulting Party”) defaults under this Agreement, the other party shall be entitled to all of the rights and remedies set forth in this Agreement or otherwise afforded by applicable law or equity, including, without limitation, the right to seek damages, specific performance and injunctive relief (prohibitive or mandatory). In any action to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its court costs and the reasonable fees and expenses of its attorneys and expert witnesses, including any such fees and expenses incurred in connection with insolvency, bankruptcy, or appellate proceedings.

11. Assignment. Buyer shall have the right to assign its rights and obligations under this Agreement, before or after the exercise of the Option, without Owner’s consent, provided that any such assignment shall include all of the assignor’s right, title, claim, and interest in and to the Option Price paid to Owner, to the extent the same or any portion thereof shall be refundable or shall be entitled to be applied on the Purchase Price. After any such assignment all references to the “Buyer” herein shall be deemed to be references to the assignee. Any such assignment (a) shall be effective as to Owner only after Owner has received written notice
thereof, (b) shall not delay or extend any time periods provided herein, and (c) shall not require
the Owner to re-perform any obligations hereunder which have already been performed in favor
of the assignor.

12. **Notices.** Any notice, demand, request, or other communication required or
permitted to be given or made under this Agreement shall be in writing and either (a) delivered
personally or by messenger or a nationally recognized overnight courier service, (b) sent postage
prepaid by express mail or first class certified mail, return receipt requested, or (c) sent by telex,
telegram, teletype or other similar means of rapid transmission and confirmed by mailing written
confirmation thereof (as provided in clause (b) above) at substantially the same time as such
rapid transmission. The effective date of any notice shall be the date of delivery of the notice, if
by personal delivery, messenger or courier service, or if mailed, on the date upon which the
express mail receipt or the return receipt is signed or delivery, is refused or the notice is
designated by the postal authorities as unclaimed or not deliverable, as the case may be. The
notice addresses for Buyer and Owner shall be as set forth in the first paragraph of this
Agreement. Buyer and Owner may change their respective notice addresses by written notice to
the other in the manner provided above.

13. **Miscellaneous.** This Agreement and the schedules and exhibits attached hereto
contain the entire agreement between the parties respecting the matters herein set forth and
supersede all prior agreements between the parties respecting such matters. This instrument may
be executed in any number of counterparts, each of which shall be deemed an original but all of
which, when read together, shall constitute but one single Agreement. This Agreement may not
be modified, discharged or amended in any respect whatsoever except by agreement in writing
duly executed by both parties. This Agreement shall be construed and enforced in accordance
with the internal laws of the State of Texas. This Agreement shall be binding upon the parties
herein and their respective successors and assigns and any successors in title to the Property. To
the extent any term or provision of this Agreement shall be held, found, or deemed to be
unreasonable, unlawful, or unenforceable, then the parties expressly agree that any such term or
provision shall be modified to the extent necessary in order that any such term or provision shall
be legally enforceable to the fullest extent permitted by applicable law. The parties further agree
that any court of competent jurisdiction shall enforce, and the parties do hereby expressly authorize
any such court to enforce any such term or provision or to modify any such term or provision to
preserve to the fullest extent possible the intent of the parties and in order that any such term or
provision shall be enforced by such court to the fullest extent permitted by applicable law.

14. **No Memorandum of Option.** Because of Owner’s agreements contained in
Sections 4 and 6, and Buyer’s remedies contained in Section 10, if Owner defaults under this
Agreement, the parties agree that no memorandum of the Option granted herein shall be recorded
in the real estate records.

15. **Time for Acceptance.** The offer made by Owner as herein set out shall be void
unless a counterpart of this Agreement has been executed by Buyer and returned to Owner with
the Option Price by 5:00 p.m. (CDT/CST) on January 8, 2018. If this Agreement is timely
executed and returned to Owner with the Option Price, the date of Buyer’s execution shall be the
"Effective Date" of this Agreement.
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the dates set forth below their respective executions below.

"Owner":

PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD, a Texas limited partnership

By: Megan Asset Services, LLC, a Kansas limited liability company, its General Partner

By: __________________________
Name: Gary L. Maddock, Manager
Title: Manager
Date: 1/8/2019

[Buyer’s execution appears on following page]
"Buyer":

RURAL HOUSING DEVELOPERS - TEXAS, LLC, a Texas limited liability company

By:  
Name: J. Ryan Hamilton  
Title: Manager  
Date: 11/2/2019
EXHIBIT A

Legal Description of the Land Attached

A tract of land out of the Pablo Ortez Survey 1411, abst. 530, Frio county, Texas described by metes and bounds as follows:

BEGINNING at a point along the Southerly right-of-way of FM Highway 2779;

THENCE along the Southerly right-of-way of said FM Highway 2779 bearing North 44 degrees 56 minutes 28 seconds East a distance of 440.17 feet to a point being the most northerly corner of said tract;

THENCE South 45 degrees 29 minutes 10 seconds East a distance of 301.25 feet to a point being the most easterly corner of said tract;

THENCE South 44 degrees 40 minutes 50 seconds West a distance of 441.54 feet to a point being the most southerly corner of said tract;

THENCE North 45 degrees 13 minutes 32 seconds West a distance of 303.25 feet to the point of beginning and containing 3.059 acres of land.
SCHEDULE 1

Permitted Title Exceptions

1. Real estate ad valorem taxes for the year in which the Closing occurs (which shall be prorated as provided in the Agreement), and subsequent years.

2. Terms, covenants, conditions and restrictions contained in any restrictive covenants of record as of the Effective Date.

3. Easements and rights-of-ways of record existing as of the Effective Date.

4. Any building setback lines and other matters shown on any recorded plat affecting the Land as of the Effective Date.

5. Zoning ordinances and other governmental regulations.

6. Title to all oil, gas, and other minerals, not limited solely to hydrocarbons vested in others, and all rights pertaining thereto.

7. Encroachments, overlaps and other matters which would be disclosed by an accurate survey of the Land and Improvements.

8. Rights of tenants in possession, as tenants only, under the Leases subject to the requirements relating thereto as contained in the Option Agreement to which this Schedule 1 is attached.

9. Any matters which constitute Title Objections by Buyer but which Owner elects not to cure or which Owner is deemed to have elected not to cure, as provided in the Option Agreement to which this Schedule 1 is attached.
ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENT

This Assignment and Assumption of Option Agreement (this “Assignment”) is entered into this 25th day of February, 2019, by and between RURAL HOUSING DEVELOPERS – TEXAS, LLC, a Texas limited liability company (“Assignor”), and PINE HILLS ESTATES, LP, a Texas limited partnership (“Assignee”).

RECITALS

A. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Option Agreement.

B. Assignor is a party to that certain Option Agreement dated January 8, 2019 (“Option Agreement”), by and between Assignor, as Buyer, and Pearsall Manor Senior Citizens Housing, Ltd., a Texas limited partnership, as Seller, and covering the Real Property, the Leases and the Personal Property located in Pearsall, Frio County, Texas;

C. Assignor desires to transfer, assign and deliver to Assignee all of Assignor’s rights, duties and obligations under the Option Agreement to purchase and acquire the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Rights and Obligations. Assignor hereby assigns to Assignee all of its right, title, interest, duties, responsibilities and obligations of whatever kind or nature it may have in, to and under the Option Agreement. Assignee shall be entitled to any rights and benefits of whatever kind or nature of Assignor as it relates to the purchase of the Property, including any earnest money, deposits, approvals and consents. Assignee hereby assumes the foregoing and agrees to perform all of the duties and obligations of Assignor under the Option Agreement as if Assignee were originally a party thereto.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective beneficiaries, legal representatives, successors and assigns.

3. Further Assurances. The parties hereto agree to take all further actions and execute, acknowledge and deliver all further documents that are reasonably necessary or useful in carrying out the purposes of this Assignment.

4. Governing Law. This Assignment shall be governed by the internal laws of the State of Texas, without regard to principles of conflict of law.

[Signature Page Follows]
Dated as of the date above set forth.

ASSIGNOR:  RURAL HOUSING DEVELOPERS-TEXAS, LLC, a Missouri limited liability company

By:  

[Signature]

Manager

ASSIGNEE:  PINE HILLS ESTATES, LP, a Texas limited partnership

By:  Pine Hills Estates GP, LLC, a Texas limited liability company, its general partner

By:  

[Signature]

Name: Kenneth E. Hamilton
Title: Managing Member
Josefina

This is to confirm that the Option fees for Devine Manor, Hempstead, Pearsall, and Sweeny Manor have been paid.

--
Gary

Gary L. Maddock
The Megan Group of Companies
2900 N Government Way, #88
Coeur d'Alene, ID 83815
Cell & Office: 913.685.9000
Fax: 913.273.0563
Email: gary@maddock.biz
Website: www.TheMeganGroup.com
1. Please see the attached letter regarding Jean Johnson’s name on the Pearsall title commitment as well as a contract amendment regarding this issue. We believe that this item is within the legal and financial ability of the Development Owner to address without delaying development on the timeline contemplated in the Application.

2. The tenants currently residing at each property were made aware of the proposed rehab work that could potentially occur if the pending LIHTC Application were eventually selected for funding. During the preparation of the Application, multiple inspections took place onsite and notice and the reason for the inspections was relayed to the tenants. Development Resource Partners (DRP) was also engaged to lead the relocation process and be the main point of contact for the tenants currently in place. DRP will continue to consult directly with the tenants to address any concerns that may arise at any point in the development process.

3. Per your guidance, please find a revised Site Plan for Devine that has one (van) accessible parking space at the community building and three total accessible spaces in the unit parking area, one of which is now a van accessible space. The accessible parking calculation form has been modified to indicate 2 van accessible spaces at the development.
TDHCA  
Attn: Ben Sheppard  

Re: 19356; Pearsall Senior Housing  
Applicant: Pine Hills Estates, LP ("Applicant")  
9% Application Deficiency Notice  

You have asked for an explanation of why the purchase and sale agreement between Pearsall Manor Senior Citizens Housing, Ltd. ("Owner"), and Applicant (the "PSA"), omits Jean Johnson ("Johnson") as a selling party. The title work submitted to you by Applicant reflects the property being sold is owned by Owner and Johnson. This letter sets forth that explanation.  

**Deed Contained Error.** The 1992 vesting deed by which Owner took title to the property contained an error. The deed’s granting clause recited the grantee of the property as “Pearsall Manor Senior Citizens Housing, Ltd., and Jean Johnson, General Partner.” We can only assume that whomever drafted the vesting deed misunderstood Owner’s signature block and captured Johnson’s name within the granting clause since she was the actual individual signing documents on behalf of Owner. No other documents we can locate indicate that Johnson is a co-owner of the property, including the current USDA deed of trust encumbering the property. We believe TDHCA’s tax credit file and LURA associated with this project will reflect the same. It was clearly no one’s intent at the time of 1992 closing or any time since that the property be owned jointly by Owner and Owner’s general partner.  

**Owner Has Agreed to Clear Title.** To ensure there are no doubts about ownership, Owner has agreed to do all things necessary to ensure that Owner delivers title to the Project to Applicant free and clear of any possible third-party claims. Owner’s principal is already in contact with Johnson’s estate executrix to coordinate delivery of the necessary documentation. Additionally, Owner’s general partner is also delivering a quitclaim deed of the property to Owner.  

We expect this will be satisfactorily resolved in the coming week or two and will provide you documentation as soon as it’s received. If you have any questions or need anything further, please do not hesitate to call.  

Thank you,  

Ryan Hamilton
AMENDMENT TO OPTION AGREEMENT
(Pearsall)

THIS AMENDMENT TO OPTION AGREEMENT (this “Amendment”) is entered into as of April 19, 2019, by and between PINE HILLS ESTATES, LP, a Texas limited partnership (“Buyer”), and PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD., a Texas limited partnership (“Owner”).

RECITALS:

A. Buyer and Owner are parties to that certain Option Agreement dated effective as of January 8, 2019 (the “Agreement”), pursuant to which Owner granted to Buyer and Buyer obtained from Owner an option to purchase that certain real property located in Pearsall, Frio County, Texas (as more particularly described in the Agreement, the “Property”).

B. The deed by which Owner took title referenced, as a co-Grantee, an individual named Jean Johnson (“Johnson”) in her capacity as “General Partner.” Johnson was never intended to be a co-owner/co-grantee of the Property with Owner. Johnson was merely a signatory on behalf of Owner’s general partner, which capacity was mistakenly recited in the granting clause of the deed, making Johnson appear as if she were a grantee of the Property. The vesting deed’s reference to Johnson in her capacity as general partner was in error. Johnson is deceased.

C. The parties desire that Owner obtain the necessary documentation to clarify title to the Property.

For and in consideration of the premises, promises, covenants, agreements and conditions contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise expressly defined herein shall have the meanings given to them in the Agreement.

2. Covenant to Clarify Title. The Amendment is hereby amended to include the following additional terms and provisions:

   a. Owner hereby covenants and agrees to obtain as soon as possible (but no later than 30 days prior to the Closing Date) from the executrix or personal representative of Johnson’s estate any and all clarifying documents and instruments and to take such further action as Buyer deems necessary to clear the Property of any claims by Johnson or her estate (including, without limitation, a certified copy of the will, an application to admit the will to probate, an order admitting the will to probate, an executor’s deed and/or deeds from heirs). Additionally, Owner’s general partner hereby agrees to execute a quitclaim deed to Owner, conveying any interest in the Property that may be held by such general partner.
b. Owner hereby reaffirms its agreement with Buyer to convey title to the Property to Buyer free and clear of any adverse claims by the estate of Johnson.

3. **Amendment Prevails.** The provisions of this Amendment shall be made a part and incorporated into the provisions of the Agreement as if fully set forth therein. Notwithstanding any provision in the Agreement that may be inconsistent with or contradict any provision of this Amendment, the provisions of this Amendment shall prevail over any such provisions in the Agreement.

4. **Ratification.** Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its original terms.

5. **Counterparts.** This Amendment may be executed by counterparts, each of which shall be deemed an original, and together the counterparts, when taken together, shall comprise the Amendment. Any counterpart may be executed and delivered by facsimile or other electronic transmission.

[Signature Page Follows]
EXECUTED effective as of the date first above written.

**OWNER:**

PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD.,
a Texas limited partnership

By: Megan Asset Services, LLC,
a Kansas limited liability company,
its general partner

By: [Signature]
Gary L. Middock, Manager

**BUYER:**

PINE HILLS ESTATES, LP,
a Texas limited partnership

By: Pine Hills Estates GP, LLC,
a Texas limited liability company
its general partner

By: [Signature]
Name: Kenneth E. Hamilton
Title: Managing Member
FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT (this “Amendment”) is entered into as of April 1, 2019, by and between PINE HILLS ESTATES, LP, a Texas limited partnership (“Buyer”), and PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD., a Texas limited partnership (“Owner”).

RECITALS:

A. Buyer and Owner are parties to that certain Option Agreement dated effective as of January 8, 2019 (the “Agreement”), pursuant to which Owner granted to Buyer and Buyer obtained from Owner an option to purchase that certain real property located in Pearsall, Frio County, Texas (the “Property”). The Agreement was assigned to Buyer by the original buyer under the Agreement.

B. The legal description of the Property described on Exhibit A of the Agreement was in a metes and bounds format, but the Property has been platted.

C. Buyer and Owner desire to amend the Agreement to revise the legal description of the Property to clarify any uncertainty as to the Property subject to the Agreement.

For and in consideration of the premises, promises, covenants, agreements and conditions contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise expressly defined herein shall have the meanings given to them in the Agreement.

2. Amendment to Legal Description of the Property. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

3. Amendment Prevails. The provisions of this Amendment shall be made a part and incorporated into the provisions of the Agreement as if fully set forth therein. Notwithstanding any provision in the Agreement that may be inconsistent with or contradict any provision of this Amendment, the provisions of this Amendment shall prevail over any such provisions in the Agreement.

4. Ratification. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its original terms.

5. Counterparts. This Amendment may be executed by counterparts, each of which shall be deemed an original, and together the counterparts, when taken together, shall comprise the Amendment. Any counterpart may be executed and delivered by facsimile or other electronic transmission.

[Signature Page Follows]
EXECUTED effective as of the date first above written.

OWNER:

PEARSALL MANOR SENIOR CITIZENS
HOUSING, LTD.,
a Texas limited partnership

By: Megan Asset Services, LLC,
a Kansas limited liability company,
its general partner

By: [Signature]
Gary L. Maddock, Manager

Pearsall
BUYER:

PINE HILLS ESTATES, LP,
a Texas limited partnership

By: Pine Hills Estates GP, LLC,
a Texas limited liability company,
its general partner

By: Kenneth E. Hamilton, Managing Member

Pearsall
EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, JOHNSON ADDITION to the City of Pearsall, Frio County, Texas, according to the plat thereof recorded in Envelope 60, Side 2, Map Records of Frio County, Texas.
2019 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
To whom it may concern:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants in multiple counties in Texas, and has granted our company a license to use one or more of these title plants.

Our company’s right to access and use Title Data’s title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data’s records and information.

We are permitted by Title Data to provide your company with this title insurance commitment if and only if your company does not maintain a business presence in the county to which this title insurance commitment pertains.

Per our agreement with Title Data, a “business presence” is established when a company conducts a real estate closing using either its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a “sign-up”) are considered to be a “real estate closing” per our agreement with Title Data, and mobile notaries and signing services are considered to be your “agent or representative”.

In the event your company already has a business presence in the county to which this title insurance commitment pertains, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically (i) agree not to use this title insurance commitment to perform a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains, either using your employees, an agent or a representative; (ii) warrant and represent to us that you do not now perform such real estate closings (including sign-ups) in the county to which this title insurance commitment pertains; and (iii) agree to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company’s providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

TITLE HOUSTON HOLDINGS COMPANY

Authorized Countersignature

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO

YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN

PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
<table>
<thead>
<tr>
<th>Title insurance insures you against loss resulting from certain risks to your title.</th>
<th>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora 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.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Title Insurance Company at 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.
WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>We don’t share</td>
</tr>
<tr>
<td>You, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate.

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date:  **February 1, 2019, 8:00 am**

Commitment No. _______________________, issued **February 13, 2019, 8:00 am**

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount:
      PROPOSED INSURED:  Pine Hills Estates LP
   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:  Pine Hills Estates LP
      Proposed Borrower:  Pine Hills Estates LP
   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:

   DEVINE MANOR SENIOR CITIZENS, LTD.

4. Legal description of land:
   **SEE ATTACHED EXHIBIT "A"**
EXHIBIT "A"

Lots Five (5), Six (6), Seven (7), and Eight (8), Block Four (4), NCB 196, HERITAGE PLAZA, original subdivision plat of Industrial Business Center, a subdivision in Medina County, Texas, according to plat of record in Volume 3, Pages 31 and 32 of the Medina County Plat Records, and as per change of subdivision name shown in Volume 250, Page 440 (1973062740) of the Deed Records of Medina County, Texas.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

   Those recorded in Volume 248, Page 207 (1973061943), Volume 267, Page 126 (1975068566), Volume 192, Page 708 (1993061568), Volume 218, Page 464 (1994068821) and Volume 181, Page 650 (1992058727) of the Official Public Records of Medina County, Texas of the Official Public Records of Medina County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

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

a. Rights of parties in possession. (Owner's Title Policy only)

b. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.

c. Pipe Line Right-of-Way Easement granted to Humble Pipeline Company recorded in Volume 108, Page 397 (1937086585) of the Deed Records of Medina County, Texas and as amended and revised by instrument of record in Volume 228, Page 304 (1969052378) of the Deed Records of Medina County, Texas and as shown on plat of record in Volume 3, Pages 31 and 32, Medina County Plat Records.

d. Utility Easements as shown on plat of record in Volume 3, Pages 31 and 32 of the Plat Records of Medina County, Texas.

e. 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 interests that are not listed.

f. Rights of Tenants, and assigns, as tenants only, under currently effective lease agreements. (This exception may be deleted or limited to identified leases on the basis of an acceptable affidavit from the current owner.)
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

STEWART TITLE GUARANTY 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, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Deed of Trust dated November 5, 1992 recorded in Volume 181, Page 650 (1992058727) of the Official Public Records of Medina County, Texas, executed by Devine Manor Senior Citizens, Ltd., a Texas limited partnership, securing the payment of one note in the principal amount of $831,290.00, bearing interest and payable as therein provided to the order of United States acting through the Farmers Home Administration, United States Department of Agriculture. Said Deed of Trust may contain a call clause and provisions for other and future indebtedness to be secured thereunder.

6. We require a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. We require satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.

7. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

8. We will require satisfactory Affidavit as to Debts, Liens and Possession. We reserve the right to make additional requirements on the basis of this Affidavit.
9. If a boundary deletion is requested, we must be furnished with a new survey or a prior survey showing a plat and containing the correct metes and bounds description of the property to be insured, made by a Licensed Public Surveyor of the State of Texas, acceptable to this Company. When same is submitted, it is to be returned to the Examiner for inspection. If prior survey is acceptable, we will require a survey affidavit stating no improvements have been added.

10. NOTE: Title by virtue of "Warranty Deed", dated May 5, 1992, from Baylor University to Devine Manor Senior Citizens, Ltd., a limited partnership, recorded in Volume 168, Page 530 (1992055297) of the Official Public Records of Medina County, Texas.

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the company to require arbitration if the amount of insurance is $2,000,000.00, or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. (APPLIES TO T-1 AND T-2 POLICIES ONLY)
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

   The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

   As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

   A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

   Stewart Information Services Corporation -100%

   A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

   A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows:

   Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel.

   As to (Title Insurance Agent), the following disclosures are made:

   B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

   Title Houston Holdings, LLC (General Partner and Limited Partner)
   Title Houston Investors, LLC (Limited Partner)

   B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

   B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

   B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   A. The names of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

   Title Houston Holdings, LLC (General Partner and Limited Partner)
   Title Houston Investors, LLC (Limited Partner)

   B. Each 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 that will receive a portion of the premium are as follows:
C. The following persons are officers and directors of the Title Insurance Agent:

Officers:

President- Frank A. Vandiver
Chairman, Vice President and Secretary - John H. Duncan, Jr.

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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$238.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$100.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$338.00</strong></td>
</tr>
</tbody>
</table>

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>
<tbody>
<tr>
<td>15.00%</td>
<td>STEWART TITLE GUARANTY COMPANY</td>
<td>Underwriting Fee</td>
</tr>
</tbody>
</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."
### COMMITMENT FOR TITLE INSURANCE (Form T-7)
#### 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 of 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 (800) 729-1900 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.
Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner’s Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

___________________________________________  ________________________________________
SIGNATURE                                    DATE
To whom it may concern:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants in multiple counties in Texas, and has granted our company a license to use one or more of these title plants.

Our company’s right to access and use Title Data’s title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data’s records and information.

We are permitted by Title Data to provide your company with this title insurance commitment if and only if your company does not maintain a business presence in the county to which this title insurance commitment pertains.

Per our agreement with Title Data, a “business presence” is established when a company conducts a real estate closing using either its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a “sign-up”) are considered to be a “real estate closing” per our agreement with Title Data, and mobile notaries and signing services are considered to be your “agent or representative”.

In the event your company already has a business presence in the county to which this title insurance commitment pertains, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and your acceptance and use thereof, you specifically (i) agree not to use this title insurance commitment to perform a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains, either using your employees, an agent or a representative; (ii) warrant and represent to us that you do not now perform such real estate closings (including sign-ups) in the county to which this title insurance commitment pertains; and (iii) agree to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company’s providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

TITLE HOUSTON HOLDINGS COMPANY

Authorized Countersignature

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS
1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

Tambièn puede escribir al
Deparmento de Seguros de Texas
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment’s terms and requirements.

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

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

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

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

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

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

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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.
Stewart Title Guaranty Company Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes — to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate.

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
COMMITMENT FOR TITLE INSURANCE   T-7
ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: **February 4, 2019, 8:00 am**

Commitment No. _______________________, issued **February 19, 2019, 8:00 am**

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: 
      PROPOSED INSURED: **PINE HILLS ESTATES, LP**

   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: **PINE HILLS ESTATES, LP**

   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:
   **PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD. and JEAN JOHNSON, General Partner**

4. Legal description of land:
   **SEE ATTACHED EXHIBIT "A"**
TDHCA
Attn: Ben Sheppard

Re: 19356; Pearsall Senior Housing
Applicant: Pine Hills Estates, LP ("Applicant")
9% Application Deficiency Notice

You have asked for an explanation of why the purchase and sale agreement between Pearsall Manor Senior Citizens Housing, Ltd. ("Owner"), and Applicant (the "PSA"); omits Jean Johnson ("Johnson") as a selling party. The title work submitted to you by Applicant reflects the property being sold is owned by Owner and Johnson. This letter sets forth that explanation.

**Deed Contained Error.** The 1992 vesting deed by which Owner took title to the property contained an error. The deed’s granting clause recited the grantee of the property as “Pearsall Manor Senior Citizens Housing, Ltd., and Jean Johnson, General Partner.” We can only assume that whomever drafted the vesting deed misunderstood Owner’s signature block and captured Johnson’s name within the granting clause since she was the actual individual signing documents on behalf of Owner. No other documents we can locate indicate that Johnson is a co-owner of the property, including the current USDA deed of trust encumbering the property. We believe TDHCA’s tax credit file and LURA associated with this project will reflect the same. It was clearly no one’s intent at the time of 1992 closing or any time since that the property be owned jointly by Owner and Owner’s general partner.

**Owner Has Agreed to Clear Title.** To ensure there are no doubts about ownership, Owner has agreed to do all things necessary to ensure that Owner delivers title to the Project to Applicant free and clear of any possible third-party claims. Owner’s principal is already in contact with Johnson’s estate executrix to coordinate delivery of the necessary documentation. Additionally, Owner’s general partner is also delivering a quitclaim deed of the property to Owner.

We expect this will be satisfactorily resolved in the coming week or two and will provide you documentation as soon as it’s received. If you have any questions or need anything further, please do not hesitate to call.

Thank you,

Ryan Hamilton
EXHIBIT "A"

Lot 1, Block 1, JOHNSON ADDITION to the City of Pearsall, Frio County, Texas, according to the plat thereof recorded in Envelope 60, Side 2, Map Records of Frio County, Texas.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

   Envelope 60, Side 2, Map Records of Frio County, Texas; Volume 817, Page 227; Volume 827, Page 244; Volume 830, Page 241; Volume 836, Page 432; and Volume 838, Page 169, Official Records of Frio County, Texas. (Any unlawful discriminatory provisions based on race, color, religion, sex, handicap, familial status or national origin are hereby 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 the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

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. 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 interests that are not listed.

b. All terms, conditions, and other matters, including all rights, covenants, agreements, stipulations, easements, building setback lines, and dedications, as set forth in those documents referenced in Item One of Schedule B or in the description of the Land on Schedule A.

c. Rights of Parties in Possession. (Owner's Title Policy only) (This exception may be deleted or amended, at the request of the proposed insured, upon a physical inspection of the Land and payment of the related inspection costs and fees incurred.)

d. Rights of tenants, and assigns, as tenants only, under currently effective lease agreements. (This exception may be deleted or amended, at the request of the proposed insured, upon receipt of an acceptable affidavit for review, disclosing all outstanding leases or rental agreement, receipt of a certified rent roll, if applicable, and verification that outstanding leases or rental documents do not include private rights in the Land, such as purchase options or rights of first refusal.)

e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (This exception may be deleted or amended, at the request of the proposed insured, upon receipt of an acceptable survey for review, and subject to additional exceptions or requirements.)

f. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

COMMITMENT FOR TITLE INSURANCE  T-7
ISSUED BY

STEWART TITLE GUARANTY 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, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

TITLE INSURANCE MATTERS AND COVERAGES AVAILABLE TO YOU:

SURVEY COVERAGE: The standard survey exception included in Item Two of Schedule B of both the Owner's Title Policy and the Loan Title Policy excludes from coverage certain losses related to discrepancies or conflicts in boundary lines, encroachments or protrusions, and overlapping improvements. This exception may be amended to state only, "shortages in area" and, as such, extend coverage for certain survey-related issues. To make this amendment, the Company requires for review an acceptable survey of the property completed by a Registered Professional Land Surveyor, certified to the Company and the insured, identifying access to the property, together with related easements, building setback lines and other encumbrances, if any. Upon review, the Company may make additional requirements or exceptions. A prior survey may be acceptable, if the prior survey meets the underwriting requirements of the Company and is submitted with a current T-47 Residential Real Property Affidavit (or similar affidavit for non-residential properties). Company will also require payment of the additional premium (5% of the Basic Rate for qualified residential property where the proposed insured is a natural person or 15% of the Basic Rate for all other property or where the proposed insured is not a natural person, with a $20 minimum, for the Owner's Title Policy or $0 for the Loan Title Policy).

RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT (T-10.1): This endorsement is available for the Owner’s Title Policy and is a valuable extension to the coverage provided by amending the survey exception, as described above. This endorsement may be issued simultaneously with the standard survey amendment, upon payment of the additional premium (5% of the Basic Rate for qualified residential property or 10% of the Basic Rate for all other property, with a $50 minimum), provided the above requirements for the survey amendment are satisfied. (Note: For property that is not qualified residential property, the endorsement may be issued separately for
MINERALS AND SURFACE DAMAGE ENDORSEMENT (T-19.2 or T-19.3): This endorsement is available for the Owner's Title Policy and the Loan Title Policy and is a valuable extension of the coverage provided by the standard policy. This endorsement extends coverage for certain mineral-related issues involving surface damage and may be issued upon payment of the additional premium ($50 for the Owner's Title Policy or $0 for the Loan Title Policy), provided the underwriting requirements for the Company are satisfied, unless you advise the Company prior to closing that you reject this coverage. (Note: Form T-19.2 will be issued for property of any size that is improved or intended to be improved for office, industrial, retail, mixed or multi-family purposes, and for property of one acre or less that is improved or intended to be improved for one-to-four family residential purposes, For all other properties, Form T-19.3 will be issued.)

TAX MATTERS: The standard tax exception included in the Loan Title Policy may be amended to include, "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2019 are not yet due and payable," upon payment of the additional premium ($5) and upon receipt of satisfactory evidence showing if property taxes for the current year are due and payable. Additionally, the standard tax exception may be amended to delete specific language related to rollback taxes, upon payment of the additional premium ($20) and upon receipt of satisfactory evidence showing if all property taxes for prior year have been paid and that the property is currently not being appraised based on agricultural valuation or is otherwise subject to rollback taxes.

DELETION OF ARBITRATION: The title insurance policy contemplated by this transaction contains an arbitration provision. It allows the insured or the Company to require arbitration, if the amount of insurance is $2,000,000 or less. If the proposed insured identified on Schedule A desires to retain the right to sue the Company in case of a dispute over a claim, the proposed insured must request deletion of the arbitration provision before the policy is issued. If you are the proposed insured on a T-1 Owner's Title Policy, please notify the Company in writing at or prior to closing. If you are the proposed insured on a T-2 or T-2R Loan Title Policy, please inform the Company in writing through your Loan Closing Instructions. (Note: The T-IR Texas Residential Owner's Title Policy does not contain a mandatory arbitration provision but contains only a permissive arbitration provision.)

PRIVACY POLICY: The information contained in this Commitment may include information that is confidential and is intended only for the attention and use of the proposed insured. You are hereby notified that any disclosure, copying, or distributing of the information provided in this Commitment is prohibited, including reliance on the information for transactions conducted by third parties outside of the Company.

ITEMS TO REMEMBER FOR YOUR CLOSING:

All parties are required to be present at closing. If any party is unable to be present at closing, the Company requires advance notice in order to acquire the necessary approval and to make the appropriate accommodations (i.e., use of mobile notary, power of attorney, etc.).

All parties are required to provide a valid and unexpired photo identification legally acceptable for use by a Texas notary. Acceptable forms of identification are those provided by the federal government or the government of any state within the United States, including the following: (1) domestic driver's license, (2) military identification card, (3) permanent resident card ("green card") or (4) domestic passport. As well, a foreign passport may be acceptable, however, other kinds of foreign identification documents are not acceptable (for example, a consular identification card, or matricula issued by a Mexican Consulate cannot be used by a Texas notary).

All title holders are required to provide their taxpayer identification number (i.e., Social Security Number, Employer Identification Number, or an assigned Individual Taxpayer Identification Number) for any resale transaction, in order for the Company, as the settlement agent, to make the required reports to the Internal Revenue Service or to document non-reporting criteria for qualified residential property.

All funds deposited with the Company for closing are required to be "good funds," as defined by the Texas Department of Insurance. Acceptable forms of deposited funds include: (1) a certified, cashier's, or teller's check, (2) wire transfer of funds through the FEDWIRE system (note: an ACH transfer cannot be accepted), (3) State of Texas warrants, (4) checks from a city or county government located within Texas, or (5) personal check of less than $1,500.
INTENDED USE OF THIS COMMITMENT:

This commitment was prepared based upon the assumption that the subject transaction is a "Split Exam/Evidence." Names of the proposed purchasers and/or borrowers, not currently identified as a record title holder on Schedule A and not provided to the Company, have not been searched for adverse matters. If the Company is being asked to issue a policy of title insurance, please confirm that all details about the transaction, including the names of the proposed purchasers and/or borrowers, are forwarded for review. Unless otherwise updated with relevant closing requirements, the commitment provided here is not to be used for closing on construction loans or cash-out transactions. If necessary details about the transaction are not provided to the Company or if the transaction is "flipped" to another party, the Company reserves the right to decline issuance of a policy unless the transaction is resubmitted to the examination department. The Company must reexamine the title and may make additional exceptions or requirements based on the additional information provided.

GENERAL CLOSING REQUIREMENTS:

5. Deed of Trust executed by Pearsall Manor Senior Citizens Housing, Ltd. to Robert C. Bopper, Trustee, dated March 17, 1993, filed for record on March 17, 1993, and recorded in Volume 791, Page 330, of the Official Public Records of Frio County, Texas, securing Farmers Home Administration in the payment of one note of even date therewith in the principal sum of $930,310.00, due and payable and bearing interest as therein provided.

6. Company requires the payment of all property taxes and assessments, including any penalties and interest, due and payable at closing.

7. Company requires the payment of all property association fees, including any penalties and interest, due and payable at closing, if any.

8. Company requires a waiver of inspection from the proposed insured. (Owner's Title Policy only)

9. Company requires an acceptable Affidavit of Debts, Liens, Possession and Use from each title holder disclosing all outstanding claims or interests against the property, including any tenants or other parties in possession of the property, as well as outstanding claims against the title holder, including any lawsuits or creditor's issues. Company must review and approve all disclosed matters prior to closing.

10. With respect to Pearsall Manor Senior Citizens Housing, Ltd. ("Entity"), Company requires verification that the Entity is in good standing with the Secretary of State for the state where the Entity was formed, together with all formation and organizational documents for review, and evidence of payment of all franchise taxes, if any. Company also requires a closing resolution, or similar document, signed by the appropriate individuals for the Entity that both authorizes the subject transaction and names the individuals authorized to sign documents on behalf of the Entity at closing.

24-MONTH CHAIN OF TITLE (FOR INFORMATIONAL PURPOSES ONLY):

Company finds the following Deeds that affect title to the subject property and that were filed within the last 14 months in the official public records of the county where the property is located: none

PLEASE CLICK HERE TO ACCESS ALL SUPPORTING DOCUMENTS.

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the company to require arbitration if the amount of insurance is $2,000,000.00, or less. If you want to retain your right to sue the Company in
case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. (APPLIES TO T-1 AND T-2 POLICIES ONLY)
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

   - The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

   As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

   A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Stewart Information Services Corporation -100%

   A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

   A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel.

As to (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   A. The names of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

      - Title Houston Holdings, LLC (General Partner and Limited Partner)
      - Title Houston Investors, LLC (Limited Partner)

   B. Each 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 that will receive a portion of the premium are as follows:
Continuation of Schedule D

(THH Management, LLC)
John H. Duncan, Jr.,
Frank A. Vandiver

(Title Houston Investors, LLC)
Bar Cross Ltd.
CarsamCapital LP
San Ysidro Holdings LP

C. The following persons are officers and directors of the Title Insurance Agent:

Officers:
President- Frank A. Vandiver
Chairman, Vice President and Secretary - John H. Duncan, Jr.

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$238.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$100.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$338.00</td>
</tr>
</tbody>
</table>

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>
<tbody>
<tr>
<td>15.00%</td>
<td>STEWART TITLE GUARANTY COMPANY</td>
<td>Underwriting Fee</td>
</tr>
</tbody>
</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."
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 of 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 (800) 729-1900 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.
Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

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

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

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

(Not applicable to the Texas Residential Owner’s Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

___________________________________________
SIGNATURE

___________________________________________
DATE
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

TITLE HOUSTON HOLDINGS COMPANY

Authorized Countersignature

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO YOU MAY CONTACT
THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
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.

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

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

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

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

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

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

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

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver’s license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes — to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate.

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
Effective Date: April 22, 2019, 8:00 am

Commitment No. _______________________, issued May 7, 2019, 8:00 am

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: _______________________
      PROPOSED INSURED: PINE HILLS ESTATES, LP

   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: PINE HILLS ESTATES, LP

   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:
   PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD.

4. Legal description of land:
   Lot 1, Block 1, JOHNSON ADDITION to the City of Pearsall, Frio County, Texas,
   according to the plat thereof recorded in Envelope 60, Side 2, Map Records of Frio County, Texas.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

   Envelope 60, Side 2, Map Records of Frio County, Texas; Volume 817, Page 227; Volume 827 Page 244; Volume 830, Page 241; Volume 836, Page 432; and Volume 838, Page 169, Official Records of Frio County, Texas. (Any unlawful discriminatory provisions based on race, color, religion, sex, handicap, familial status or national origin are hereby 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 the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
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. 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 interests that are not listed.

   b. All terms, conditions, and other matters, including all rights, covenants, agreements, stipulations, easements, building setback lines, and dedications, as set forth in those documents referenced in Item One of Schedule B or in the description of the Land on Schedule A.

   c. Rights of Parties in Possession. (Owner’s Title Policy only) (This exception may be deleted or amended, at the request of the proposed insured, upon a physical inspection of the Land and payment of the related inspection costs and fees incurred.)

   d. Rights of tenants, and assigns, as tenants only, under currently effective lease agreements. (This exception may be deleted or amended, at the request of the proposed insured, upon receipt of an acceptable affidavit for review, disclosing all outstanding leases or rental agreement, receipt of a certified rent roll, if applicable, and verification that outstanding leases or rental documents do not include private rights in the Land, such as purchase options or rights of first refusal.)

   e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (This exception may be deleted or amended, at the request of the proposed insured, upon receipt of an acceptable survey for review, and subject to additional exceptions or requirements.)

   f. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

TITLE INSURANCE MATTERS AND COVERAGES AVAILABLE TO YOU:

SURVEY COVERAGE: The standard survey exception included in Item Two of Schedule B of both the Owner's Title Policy and the Loan Title Policy excludes from coverage certain losses related to discrepancies or conflicts in boundary lines, encroachments or protrusions, and overlapping improvements. This exception may be amended to state only, "shortages in area" and, as such, extend coverage for certain survey-related issues. To make this amendment, the Company requires for review an acceptable survey of the property completed by a Registered Professional Land Surveyor, certified to the Company and the insured, identifying access to the property, together with related easements, building setback lines and other encumbrances, if any. Upon review, the Company may make additional requirements or exceptions. A prior survey may be acceptable, if the prior survey meets the underwriting requirements of the Company and is submitted with a current T-47 Residential Real Property Affidavit (or similar affidavit for non-residential properties). Company will also require payment of the additional premium (5% of the Basic Rate for qualified residential property where the proposed insured is a natural person or 15% of the basic Rate for all other property or where the proposed insured is not a natural person, with a $20 minimum, for the Owner's Title Policy or $0 for the Loan Title Policy).

RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT (T-10.1): This endorsement is available for the Owner's Title Policy and is a valuable extension to the coverage provided by amending the survey exception, as described above. This endorsement may be issued simultaneously with the standard survey amendment, upon payment of the additional premium (5% of the Basic Rate for qualified residential property or 10% of the Basic Rate for all other property, with a $50 minimum), provided the above requirements for the survey amendment are satisfied. (Note: For property that is not qualified residential property, the endorsement may be issued separately for 15% of the Basic Rate, with a $50 minimum).
MINERALS AND SURFACE DAMAGE ENDORSEMENT (T-19.2 or T-19.3): This endorsement is available for the Owner's Title Policy and the Loan Title Policy and is a valuable extension of the coverage provided by the standard policy. This endorsement extends coverage for certain mineral-related issues involving surface damage and may be issued upon payment of the additional premium ($50 for the Owner’s Title Policy or $0 for the Loan Title Policy), provided the underwriting requirements for the Company are satisfied, unless you advise the Company prior to closing that you reject this coverage. (Note: Form T-19.2 will be issued for property of any size that is improved or intended to be improved for office, industrial, retail, mixed or multi-family purposes, and for property of one acre or less that is improved or intended to be improved for one-to-four family residential purposes. For all other properties, Form T-19.3 will be issued.)

TAX MATTERS: The standard tax exception included in the Loan Title Policy may be amended to include, "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2019 are not yet due and payable," upon payment of the additional premium ($5) and upon receipt of satisfactory evidence showing if property taxes for the current year are due and payable. Additionally, the standard tax exception may be amended to delete specific language related to rollback taxes, upon payment of the additional premium ($20) and upon receipt of satisfactory evidence showing if all property taxes for prior year have been paid and that the property is currently not being appraised based on agricultural valuation or is otherwise subject to rollback taxes.

DELETION OF ARBITRATION: The title insurance policy contemplated by this transaction contains an arbitration provision. It allows the insured or the Company to require arbitration, if the amount of insurance is $2,000,000 or less. If the proposed insured identified on Schedule A desires to retain the right to sue the Company in case of a dispute over a claim, the proposed insured must request deletion of the arbitration provision before the policy is issued. If you are the proposed insured on a T-1 Owner’s Title Policy, please notify the Company in writing before the policy is issued. If you are the proposed insured on a T-2 or T-2R Loan Title Policy, please inform the Company in writing through your Loan Closing Instructions. (Note: The T-IR Texas Residential Owner’s Title Policy does not contain a mandatory arbitration provision but contains only a permissive arbitration provision.)

PRIVACY POLICY: The information contained in this Commitment may include information that is confidential and is intended only for the attention and use of the proposed insured. You are hereby notified that any disclosure, copying, or distributing of the information provided in this Commitment is prohibited, including reliance on the information for transactions conducted by third parties outside of the Company.

ITEMS TO REMEMBER FOR YOUR CLOSING:

All parties are required to be present at closing. If any party is unable to be present at closing, the Company requires advance notice in order to acquire the necessary approval and to make the appropriate accommodations (i.e., use of mobile notary, power of attorney, etc.).

All parties are required to provide a valid and unexpired photo identification legally acceptable for use by a Texas notary. Acceptable forms of identification are those provided by the federal government or the government of any state within the United States, including the following: (1) domestic driver’s license, (2) military identification card, (3) permanent resident card ("green card") or (4) domestic passport. As well, a foreign passport may be acceptable, however, other kinds of foreign identification documents are not acceptable (for example, a consular identification card, or matricula, issued by a Mexican Consulate cannot be used by a Texas notary).

All title holders are required to provide their taxpayer identification number (i.e., Social Security Number, Employer Identification Number, or an assigned Individual Taxpayer Identification
Continuation of Schedule C

Number) for any resale transaction, in order for the Company, as the settlement agent, to make the required reports to the Internal Revenue Service or to document non-reporting criteria for qualified residential property.

All funds deposited with the Company for closing are required to be "good funds," as defined by the Texas Department of Insurance. Acceptable forms of deposited funds include: (1) a certified, cashier's, or teller's check, (2) wire transfer of funds through the FEDWIRE system (note: an ACH transfer cannot be accepted), (3) State of Texas warrants, (4) checks from a city or county government located within Texas, or (5) personal check of less than $1,500.

INTENDED USE OF THIS COMMITMENT:

This commitment was prepared based upon the assumption that the subject transaction is a "Split Exam/Evidence." Names of the proposed purchasers and/or borrowers, not currently identified as a record title holder on Schedule A and not provided to the Company, have not been searched for adverse matters. If the Company is being asked to issue a policy of title insurance, please confirm that all details about the transaction, including the names of the proposed purchasers and/or borrowers, are forwarded for review. Unless otherwise updated with relevant closing requirements, the commitment provided here is not to be used for closing on construction loans or cash-out transactions. If necessary details about the transaction are not provided to the Company or if the transaction is "flipped" to another party, the Company reserves the right to decline issuance of a policy unless the transaction is resubmitted to the examination department. The Company must reexamine the title and may make additional exceptions or requirements based on the additional information provided.

GENERAL CLOSING REQUIREMENTS:

5. Deed of Trust executed by Pearsall Manor Senior Citizens Housing, Ltd. to Robert C. Bopper, Trustee, dated March 17, 1993, filed for record on March 17, 1993, and recorded in Volume 791, Page 330, of the Official Public Records of Frio County, Texas, securing Farmers Home Administration in the payment of one note of even date therewith in the principal sum of $930,310.00, due and payable and bearing interest as therein provided.

6. Company requires the payment of all property taxes and assessments, including any penalties and interest, due and payable at closing.

7. Company requires the payment of all property association fees, including any penalties and interest, due and payable at closing, if any.

8. Company requires a waiver of inspection from the proposed insured. (Owner's Title Policy only)

9. Company requires an acceptable Affidavit of Debts, Liens, Possession and Use from each title holder disclosing all outstanding claims or interests against the property, including any tenants or other parties in possession of the property, as well as outstanding claims against the title holder, including any lawsuits or creditor's issues. Company must review and approve all disclosed matters prior to closing.

10. With respect to Pearsall Manor Senior Citizens Housing, Ltd. ("Entity"), Company requires verification that the Entity is in good standing with the Secretary of State for the state where the Entity was formed, together with all formation and organizational documents for review, and evidence of payment of all franchise taxes, if any. Company also requires a closing resolution, or similar document, signed by the appropriate individuals for the Entity that both authorizes the subject transaction and names the individuals authorized to sign documents on behalf of the Entity at closing.
24-MONTH CHAIN OF TITLE (FOR INFORMATIONAL PURPOSES ONLY):

Company finds the following Deeds that affect title to the subject property and that were filed within the last 14 months in the official public records of the county where the property is located:

none

PLEASE CLICK HERE TO ACCESS ALL SUPPORTING DOCUMENTS

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the company to require arbitration if the amount of insurance is $2,000,000.00, or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. (APPLIES TO T-1 AND T-2 POLICIES ONLY)
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. TH19204915-H  Effective Date: April 22, 2019, 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:

   The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereto, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

   As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:
   A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:
       Stewart Information Services Corporation -100%
   A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.
   A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel.

   As to (Title Insurance Agent), the following disclosures are made:

   B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

   B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

   B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

   B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

   A. The names of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:
B. Each 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 that will receive a portion of the premium are as follows:

(THH Management, LLC)
John H. Duncan, Jr.,
Frank A. Vandiver

(Title Houston Investors, LLC)
Bar Cross Ltd.
CarsamCapital LP
San Ysidro Holdings LP

C. The following persons are officers and directors of the Title Insurance Agent:

Officers:

President- Frank A. Vandiver
Chairman, Vice President and Secretary - John H. Duncan, Jr.

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:

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>Loan Policy</th>
<th>Endorsement Charges</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<tbody>
<tr>
<td>15.00%</td>
<td>STEWART TITLE GUARANTY COMPANY</td>
<td>Underwriting Fee</td>
</tr>
</tbody>
</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."
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 of 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 (800) 729-1900 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

________________________________ _______________________________
SIGNATURE DATE
2019 HTC
Full Application

Part 2 Tab 12

Increase in Eligible Basis
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 13

Multiple Site Information
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>1</td>
<td>&quot;Devine&quot;</td>
<td>48325000800</td>
<td>2.99</td>
</tr>
<tr>
<td>6/14/1905</td>
<td>Devine</td>
<td>Date of Sale</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
<td>Devine</td>
<td></td>
</tr>
<tr>
<td>Gary Maddock</td>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td></td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Name of Seller Entity</td>
<td></td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td></td>
<td>2900 N Government Way, #88</td>
<td></td>
</tr>
<tr>
<td>Name of Previous Seller Entity</td>
<td></td>
<td>Coeur d'Alene</td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td>State</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td></td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Name of Seller Entity</td>
<td></td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td></td>
<td>2900 N Government Way, #88</td>
<td></td>
</tr>
<tr>
<td>Name of Previous Seller Entity</td>
<td></td>
<td>Coeur d'Alene</td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td>State</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes above, describe relationship:</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>112 Dixon Dr</td>
<td>Lots 5,6,7,8 Block 4 NCB 196</td>
<td>2.99</td>
</tr>
<tr>
<td>600 Berry Ranch Rd</td>
<td>Lot 1 Block 1 Johnson Addition</td>
<td>3.059</td>
</tr>
<tr>
<td>600 Berry Ranch Rd</td>
<td>Lot 1 Block 1 Johnson Addition</td>
<td>3.059</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Maddock</td>
<td>Devine Manor Senior Citizens Housing, Ltd.</td>
</tr>
</tbody>
</table>

Another 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>600 Berry Ranch Rd</td>
<td>Lot 1 Block 1 Johnson Addition</td>
<td>3.059</td>
</tr>
<tr>
<td>600 Berry Ranch Rd</td>
<td>Lot 1 Block 1 Johnson Addition</td>
<td>3.059</td>
</tr>
<tr>
<td>600 Berry Ranch Rd</td>
<td>Lot 1 Block 1 Johnson Addition</td>
<td>3.059</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 3/1/2019
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 site plan, provide a reconciliations of any discrepancy.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>&quot;Devine&quot;</td>
<td>48325000800</td>
<td>3</td>
</tr>
</tbody>
</table>

**Street Address**

Gary Maddock

**Name of Seller**

Devine Manor Senior Citizens, Ltd.

**Address**

112 Dixon Dr

**City**

Devine

**Name of Previous Seller**

2900 N Government Way, #88

**Abbreviated Legal Address**

Coeur d'Alene

**ID**

83815

**City**

Coeur d'Alene

**State**

83815

**Zip**

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

No

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

No

**If yes above, describe**

NA

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

a. 112 Dixon Dr

b. Address

<table>
<thead>
<tr>
<th>Address</th>
<th>Lots 5,6,7,8 Block 4 NCB 196</th>
<th>2.99</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

**Pearsall**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>&quot;Pearsall&quot;</td>
<td>48163950100</td>
<td>3.1</td>
</tr>
</tbody>
</table>

**Street Address**

Gary Maddock

**Name of Seller**

Pearsall Manor Senior Citizens Housing, Ltd.

**Address**

600 Berry Ranch Rd

**City**

Pearsall

**Name of Previous Seller**

2900 N Government Way, #88

**Abbreviated Legal Address**

Coeur d'Alene

**ID**

83815

**City**

Coeur d'Alene

**State**

83815

**Zip**

No

Yes

No

**If yes above, describe**

NA

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

a. 600 Berry Ranch Rd

b. Address

<table>
<thead>
<tr>
<th>Address</th>
<th>Lot 1 Block 1 Johnson Addition</th>
<th>3.06</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission

4/8/19
2019 HTC
Full Application

Part 2 Tab 14

Elected Officials
** Elected officials were identified in the Pre-Application, and there have been no changes. (If box above is checked, the rest of the form may be left BLANK.)

** Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

** No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Elected Official</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>** US Representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Senator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Superintendent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Judge</td>
<td></td>
<td></td>
</tr>
</tbody>
</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>Elected Official</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>** US Representative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Senator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Superintendent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Judge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3/1/2019
2019 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
Neighborhood Organizations

- Organizations **were identified in the Pre-Application**, and there have been no changes. (If above is checked, the rest of the form may be left **BLANK**)
- Organizations have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.
- **No Pre-Application was submitted**.

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>1.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

3/1/2019
2019 HTC
Full Application

Part 2 Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 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 TAC §11.203, 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):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

☐ Notifications made at Application:

☐ No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

☐ One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.

☐ As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

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 TAC §11.203. 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. Neighborhood Organizations (competitive HTC only):

☒ Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page

2/18/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

Printed Name

Kenneth E. Hamilton

Date

Feb. 25, 2019

Location Information

Notary Public, State of Missouri

My Commission expires 02-08-2022

County of Greene

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 25th day of February, 2019

[Notary Public Signature]

HOLLIE HINTON
My Commission Expires
February 8, 2022
Christian County
Commission #14476236
Seal
2019 HTC
Full Application

Part 3 Tab 17

Development Narrative
1. **Development Narrative**

   **The proposed Development is:** (Check all that apply)
   
   - [ ] New Construction
   - [ ] Adaptive Reuse
   - [ ] Additional Phase
   - [ ] Scattered Site

   (Note: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.)

   If applicable and/or:
   
   - Previous TDHCA #
   - If Acquisition/Rehab or Rehab, original construction year:
   - If Reconstruction, Units Demolished
   - Units Reconstructed

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

   - [ ] Elderly
   - [ ] Mobility Impaired
   - [ ] Persons with a Disability
   - [ ] Persons with Special Needs
   - [ ] Persons with Health Care Needs
   - [ ] Persons with Low Income
   - [ ] Persons with Disabilities
   - [ ] Persons with Mental Health Needs
   - [ ] Persons with Substance Use Disorder Needs
   - [ ] Persons with Transportation Needs
   - [ ] Persons with Employment Needs
   - [ ] Persons with Education Needs
   - [ ] Persons with Physical Health Needs
   - [ ] Persons with Learning Disabilities
   - [ ] Persons with Other Needs

   (Note: Definition of "Elderly Development" has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.)

   If Elderly is selected (10 TAC §11.1(d)(47)),
   
   - Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
   - Selection is based on funding from (select from list):

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

   - [ ] If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. **Narrative**

   - The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
   - The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
   - The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
   - Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this tab.
   - Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

   Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

   This is the credit request for both sites combined. Refer to individual tabs for complete information.

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.
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>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></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td></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>$716,238</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</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?

Has this site/activity previously received TDHCA funds?

If "Yes" Enter Project Number: ___________ and TDHCA funding source: ___________.

Has this site/activity previously received non-TDHCA federal funding?

If yes, source: ___________.

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? ___________.

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: ___________.

---

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td></td>
</tr>
<tr>
<td>Nonprofit</td>
<td>USDA</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td>CHDO</td>
<td>SH/SR</td>
</tr>
<tr>
<td>Preservation</td>
<td></td>
</tr>
</tbody>
</table>
# Development Narrative

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

<table>
<thead>
<tr>
<th>Acquisition/Rehab</th>
<th>and/or:</th>
<th>Scattered Site</th>
</tr>
</thead>
</table>

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

- Previous TDHCA #
  - [92092 and 92091](#)
- If Acquisition/Rehab or Rehab, original construction year:
  - [1992 and 1993](#)
- If Reconstruction,
  - Units Demolished
  - Units Reconstructed

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

<table>
<thead>
<tr>
<th>Elderly</th>
</tr>
</thead>
</table>

If Elderly is selected (10 TAC §11.1(d)(47)):

- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

Selection is based on funding from (select from list):

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

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. **Narrative**

- **X** The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- **X** The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

- Development violates TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this tab.
- **X** Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

This application is for the acquisition of rehabilitation of two existing developments financed through USDA with housing tax credits. The two properties are located in different towns but within the same TDHCA region. The properties are senior developments with typical construction for the original construction year. Unit configurations will not change.

If a revised form is submitted, date of submission: 3/1/2019
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>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 331,222</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></th>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
<td>USDA</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? Yes
If "Yes" Enter Project Number: 92092 and 92091 and TDHCA funding source: HTC
Has this site/activity previously received non-TDHCA federal funding? Yes
If yes, source: USDA loan
Will this site/activity receive non-TDHCA federal funding for costs described in this Application? Yes

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for 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.
- [ ] Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: 3/1/2019
1. The proposed Development is: (Check all that apply)

- Acquisition/Rehab
- Scattered Site

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

Previous TDHCA #: 92092 and 92091
If Acquisition/Rehab or Rehab, original construction year: 1992 and 1993
If Reconstruction, Units Demolished: ________ Units Reconstructed: ________

2. The Target Population will be:

- Elderly

If Elderly is selected (10 TAC §11.1(d)(47)):
- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children. Selection is based on funding from (select from list):

3. Staff Determinations regarding definitions of development activity obtained?

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this tab.
- Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

This application is for the acquisition of rehabilitation of two existing developments financed through USDA with housing tax credits. The two properties are located in different towns but within the same TDHCA region. The properties are senior developments with typical construction for the original construction year. Unit configurations will not change.

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.

If a revised form is submitted, date of submission: ________
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>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>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 385,016</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.

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? Yes
If "Yes" Enter Project Number: 92092 and 92091 and TDHCA funding source: HTC
Has this site/activity previously received non-TDHCA federal funding? Yes
If yes, source: USDA loan
Will this site/activity receive non-TDHCA federal funding for costs described in this Application? Yes

8. Qualified Low Income Housing Development Election (HTC Applications only)

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

☑ At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.

☒ At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

☑ Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: 

II Pearsall

3/1/19
January 8, 2019

Writer’s direct dial: 512/475-1676
Email: marni.holloway@tdhca.state.tx.us

Sarah Anderson
Sarah Anderson Consulting
1305 E. 6th Street
Austin, TX 78702

RE: STAFF DETERMINATION REGARDING SCATTERED SITE APPLICATION(S)

Dear Ms. Anderson:

A request was sent to the Texas Department of Housing and Community Affairs asking for a staff determination under 10 TAC §11.1(k) regarding how the Department would score scattered site applications under 10 TAC §11.9(e)(2) related to Cost of Development per Square Foot, and 10 TAC §11.9(e)(4) related to Leveraging of Private, State, and Federal Resources. The request also asked staff to opine on whether it would be better for the applicant to submit one “bundled” application or to submit separate applications with a plan for a common closing. The rules include no requirements for such submissions, and staff believes that this is a decision best made by the applicant, but the applicant should be aware that a common plan of financing may have other implications under the rules.

If separate applications are submitted, each will be assessed on its own merit; those that qualify for points under §11.9(e)(2) and 11.9(e)(4) will be awarded the points. If a “bundled” application is submitted, staff will first assess points for each of the scattered site properties individually; then to calculate the total for the application as a whole, those scores will be proportionally adjusted and combined based on the number of units at each scattered site as a percentage of the total units in the Development multiplied by the qualifying number of points attributed to each scattered site (as if each was an entire Development Site). In addition, staff will round the result down to the nearest whole value. As an example, under §11.9(e)(2) related to Cost of Development per Square Foot for a scattered site Development with 72 units, if Site A has 50 units and qualifies for 12 points and Site B has 22 units and qualifies for 11 points:

Site A: \[12 \times \left(\frac{50}{72}\right) = 8.33 \text{ points}\]
Site B: \[11 \times \left(\frac{22}{72}\right) = 3.36 \text{ points}\]
Total = 11.69 points, rounded down to 11 points;

or, under §11.9(e)(4) related to Leveraging of Private, State, and Federal Resources, if Site A qualifies for 3 points and Site B qualifies for 2 points:

Site A: \[3 \times \left(\frac{50}{72}\right) = 2.08 \text{ points}\]
Site B: \[2 \times \left(\frac{22}{72}\right) = .62 \text{ points}\]
Total = 2.69 points, rounded down to 2 points.
Defined terms used herein but not otherwise defined have the same meanings used in the Department’s rules. This staff determination can only be relied upon for applications submitted in the 2019 Competitive Housing Tax Credit round. In order to be eligible for the points using the methodology described herein, the Applicant must elect the correct number of points in their self-score and submit all supporting documentation required by the QAP and necessary to support the use of the methodology described herein. If the Applicant fails to elect the correct number of points, the Applicant’s score under each of the referenced scoring items may go down but will not be increased unless specifically allowed by the Director of Multifamily Finance, Executive Director (or Acting Executive Director), or Board. The methodologies described herein may not be relied upon for any other scoring item or applicable rule, unless otherwise authorized in writing. This staff determination does not bind the Department’s Governing Board.

Should you have any questions, please contact Sharon Gamble, Competitive Tax Credit Program Administrator, at sharon.gamble@tdhca.state.tx.us or by phone at 512-936-7834.

Sincerely,

[Signature]

Marni Holloway
Director, Multifamily Finance Division
2019 HTC
Full Application

Part 3 Tab 18

Development Activities Part I
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(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 is not required to meet the size requirements above.

**B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

- Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

- Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

****Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.***

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6, see Tab 19 for Tenant Services scoring elections)**

- Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

- Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]**

- Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

- 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 §11.101(b)(8)(B).

- 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 §11.101(b)(8)(B).

3/1/2019
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>4 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>36</td>
<td>Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).</td>
<td></td>
</tr>
</tbody>
</table>

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   A. **Unit Sizes**
   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     - [ ]

   OR:
   - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   B. **Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**
   - Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
   - Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

   **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6, see Tab 19 for Tenant Services scoring elections)**

   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
   - Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(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 §11.101(b)(8)(B).**
2019 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

- **Development** is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; Points claimed: 6
- OR meets the minimum size requirements below:
  - **Bedroom Size**
    - 0
    - 1
    - 2
    - 3
    - 4
  - **Square Footage**
    - 550
    - 650
    - 850
    - 1,050
    - 1,250

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).*

  *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 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 Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5)]**

- At least 20 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0
- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or 20% or less of AMGI*
  - Direct Loan Points: 0
- At least 5 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0

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

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). 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(5). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
  - **Total Number of Units at 50% or less of AMGI**
  - **Number of 30% Units used to score points under §11.9(c)(2)**
  - Percentage used for calculation of eligible points under §11.9(c)(1)
  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
  - Development 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.

OR

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and
  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
  - The Average Income for the proposed Development will be 54% or lower (16 points).
  - The Average Income for the proposed Development will be 55% or lower (14 points).
  - The Average Income for the proposed Development will be 56% or lower (12 points).
  - Development proposed in all other areas.

Application is seeking points for Income Levels of Residents.

| Points Claimed: | 16 |
### 4. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]

Mark **only one** box below:

- [ ] At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.  
  Points Claimed: 0

- [ ] Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  
  Points Claimed: 0

- [x] Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  
  Points Claimed: 11

- [ ] At least 5% of all low-income Units at 30% or less of AMGI  
  Points Claimed: 0

Application is seeking points for Rent Levels of Residents.  
Points Claimed: 11

### 5. Resident 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 §11.101(b)(7) and those services will be recorded in the Development’s LURA.

- [ ] Supportive Housing Development proposed by a Qualified Nonprofit  
  Points Claimed: 0

- [x] All other Developments.  
  Points Claimed: 9

- [x] 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: 1

Application is seeking points for Income level of Tenants.  
Points Claimed: 10

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

A  
HTC and MFDL Applicants pursuing these points must try to score first under item B below by committing an Existing Development, and then under item C below by committing the proposed Development. Only if an HTC Applicant or Affiliate cannot meet the requirements of subparagraphs (B) or (C) may an HTC Application qualify for points under subparagraph (D). **MFDL Applications that are not layered with 2019 9% HTC cannot elect to score points under subparagraph (D).**

B  
- [x] Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Qualified Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

  Existing Development Name:  
  TDHCA #:  

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

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

To establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B), the Application must include the information as described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet.

The packet must be uploaded along with but separate from the Application.

- [x] 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  
  Points Claimed: 2

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

D  
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. 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.

3/1/2019
Mark \textit{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 \textit{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 \textit{(please explain)}

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td></td>
</tr>
<tr>
<td>Development is requesting Pre-Application Points.</td>
<td>6</td>
</tr>
<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td></td>
</tr>
<tr>
<td>Development will maintain a 35 year Affordability Period.</td>
<td>2</td>
</tr>
<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
</tr>
<tr>
<td>Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
<tr>
<td>Application is eligible for five (5) points.</td>
<td>0</td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td></td>
</tr>
<tr>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td>1</td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td></td>
</tr>
<tr>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.</td>
<td>1</td>
</tr>
</tbody>
</table>
1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
  - Bedroom Size: 0, 1, 2, 3, 4
  - Square Footage: 550, 650, 850, 1,050, 1,250

  Points claimed: 6

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).

  Points claimed: 9

  * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 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 Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5)]**

- At least 20 percent of all low-income Units at 30% or less of AMGI*

  Direct Loan Points: 0

- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*

  Direct Loan Points: 0

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

  Direct Loan Points: 0

  * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). 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(5). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

  **Total Number of Units at 50% or less of AMGI**: 12
  **Number of 30% Units used to score points under §11.9(c)(2)**: 4
  **Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)**: 0
  **Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)**: 8
  **Percentage used for calculation of eligible points under §11.9(c)(1)**: 22.22%

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

  Points claimed: 16

  * 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.

**OR**

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

  - The Average Income for the proposed Development will be 54% or lower (16 points).
  - The Average Income for the proposed Development will be 55% or lower (14 points).
  - The Average Income for the proposed Development will be 56% or lower (12 points).

**OR**

Development proposed in all other areas.

  - The Average Income for the proposed Development will be 55% or lower (16 points).
  - The Average Income for the proposed Development will be 56% or lower (14 points).
  - The Average Income for the proposed Development will be 57% or lower (12 points).

**Application is seeking points for Income Levels of Residents.**

Points Claimed: 16

4. **Rent Levels of Residents (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. 0
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or 0
- 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 11
- At least 5% of all low-income Units at 30% or less of AMGI 0

Application is seeking points for Rent Levels of Residents. Points Claimed: 11

5. Resident 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 §11.101(b)(7) and those services will be recorded in the Development’s LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit 0
- All other Developments. 9
- The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants 1

Application is seeking points for Income level of Tenants. Points Claimed: 10

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

A. HTC and MFDL Applicants pursuing these points must try to score first under item B below by committing an Existing Development, and then under item C below by committing the proposed Development. Only if an HTC Applicant or Affiliate cannot meet the requirements of subparagraphs (B) or (C) may an HTC Application qualify for points under subparagraph (D). MFDL Applications that are not layered with 2019 9% HTC cannot elect to score points under subparagraph (D).

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

<table>
<thead>
<tr>
<th>Existing Development Name:</th>
<th>TDHCA #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR</td>
<td>0</td>
</tr>
</tbody>
</table>

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

To establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B), the Application must include the information as described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet.

The packet must be uploaded along with but separate from the Application.

- 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 2
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR

D. 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. 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)**

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>2</td>
</tr>
<tr>
<td><strong>x</strong> Development is requesting Pre-Application Points.</td>
<td></td>
</tr>
</tbody>
</table>

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

| 9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)] | 2 |
| Application requests points for Historic Preservation. | |
| Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits. | |
| Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure. | |
| Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued. | |
| At least 75% of the residential units will be within the Certified Historic Structure. | |
| **x** Attached behind this tab are the THC letter and other documentation described above. | |
| Application is eligible for five (5) points. | 0 |

| 10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)] | 1 |
| **x** Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period. | |

| 11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)] | 1 |
| **x** Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018. | |
Tenant Populations with Special Housing Needs
Section 811 Explanation

This Application is unable to score points and meet the requirements of subparagraph (B) because the Applicant does not have an Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs.

This Application has selected points under subparagraph (C) because the site in Devine is located within a participating MSA for the Section 811 Program and will commit Section 811 PRA Program Units in the proposed Development for participation in the Section 811 PRA Program unless the Rules limit the Development to fewer than 10 Section 811 PRA Program Units. This property has USDA rental assistance on 23 of the 32 units, and it is our understanding that Section 811 may be committed to the units that do not have rental assistance. If it is determined that Section 811 units cannot be placed on this property, the Applicant requests that points be awarded under subparagraph (D).
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, for a TDHCA approved Existing Development, or if authorized by TDHCA, for the 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, all marketing materials generated, including pictures and unit features, at the time the Owner Participation Agreement is signed and returned to TDHCA 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) understand, that even though the Owner or the Owner of the Existing Development will be required to execute an Owner Participation Agreement, TDHCA may never require the Development to execute a RAC and therefore the Development may not be required to serve Section 811 PRA tenants.

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 Development or the Development proposed in the Application 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, and expenses 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 its decision concerning this application involving Section 811 PRA funds or the use of information concerning the 811 PRA Program.
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 be 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 receive 811 PRA funds or until any issue of restitution is resolved.

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) will at all times indemnify and hold the TDHCA harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, 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) have written below the name of the individual(s) 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(s) 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 TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is or will be in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for compliance deficiency resolution within the timeframes mandated by the Texas Administrative Code Rules at 10 TAC Chapters 1, 2, 8, 10, and 11, or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.
Federal Cross-Cutting Certifications

The Federal Cross-Cutting Certifications that apply to the Development identified to receive the 811 PRA assistance include but are not limited to:

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.

**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 the Development identified to receive the 811 PRA assistance must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15, 10 TAC Chapter 8 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305.

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 income through the use of Enterprise Income Verification (EIV), pursuant to 24 CFR. §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;

(2) 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;

(3) 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;

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

(5) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, 10 TAC Chapters 1, 2, 8, 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 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, if applicable. 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 exclusively 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 may be 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 all unit vacancies until all Section 811 PRA units are occupied. I (We) certify that, after a RAC is executed, any available units of a type identified in the RAC 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 approved by TDHCA. TDHCA will consider lease addendums on a case by case basis and may opt to request approval from HUD. 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 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 or will be 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, and that requests for payment will be made from this System within 60 calendar days of a tenant’s initial move in date. 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 calendar days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications 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]

Signature of Authorized Representative

Kenneth E. Hamilton

Printed Name

[Title]

[Date]

The State of Texas

§

§

COUNTY OF Greene

§

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 25th day of February, 2019

[Seal]

HOLLIE HINTON

Notary Public Signature

My Commission Expires

February 8, 2022

Christian County

Commission #11471238
This Tab is Not Applicable
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   - **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2019 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, 2019). See §11.5(3)(E) and (F) of the 2019 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, 2019), 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

3/1/2019
### Part D: Regulatory Barriers Neccessitate 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

**Part A.**

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

- **Rental Assistance**

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

*These properties have existing RD 515 loans and partial rental assistance that will be transferred to the new owner and continued to be used in the same manner post rehab.*

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

The source of funds is:

- **USDA Rural Development**

  - The annual amount of funds is: [see contract]
  - 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):

- 1992 both properties

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

- No

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

- Yes

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

- Yes

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

- Yes

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)?

- 14

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

How many buildings will be acquired for the Development?

- 8 in 1 & 4 in II
**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner? [Yes] [No]

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

When will the remaining buildings be under control?

<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>
</tr>
</thead>
<tbody>
<tr>
<td>112 Dixon Drive, Devine TX 78016</td>
<td>purchase contract</td>
<td>#</td>
<td>32</td>
<td>881,016</td>
</tr>
<tr>
<td>600 Berry Ranch Rd, Pearsall TX 78061</td>
<td>purchase contract</td>
<td>#</td>
<td>36</td>
<td>991,588</td>
</tr>
</tbody>
</table>

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  
   - [x] Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - [ ] Determined with reference to Seller’s Basis  
   - [x] 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</th>
<th>Proposed Acquisition date</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>112 Dixon Drive, Devine TX 78016</td>
<td>in 1992</td>
<td>in 2020</td>
<td>28</td>
</tr>
<tr>
<td>600 Berry Ranch Rd, Pearsall TX 78061</td>
<td>in 1994</td>
<td>in 2020</td>
<td>26</td>
</tr>
</tbody>
</table>

3. **Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)**

Development constructed before January 1, 1978  
If yes, 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.
LOAN AGREEMENT

1. Parties and Terms Defined. This agreement dated January 13, 1992, of the
Devereux Manor Senior
Citizen, Ltd., a partnership, duly organized and operating under Texas Ltd Partnership Act
herein called "Partnership", whose post office address is 5202 Westernham, Pflugerville, Texas 78661,
with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government", is made in consideration of a loan, herein called "the loan", to Partnership in the
amount of $831,290.00, made or insured, or to be made or insured, by the Government pursuant
to sections 515 (b) of the Housing Act of 1949 to build a 32 unit low to moderate income elderly project.
The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for
which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as
defined by the Government in rural areas. Such housing and facilities and the land constituting the site as herein called "the
housing". The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security
instrument and related agreement are herein called the "loan obligations".

2. Execution of Loan Instruments. To evidence the loan the Partnership shall issue a promissory note (herein
referred to as "the note"), signed by the General Partner(s) for the amount of the loan,
payable in installments over a period of fifty years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other
agreement required by the Government, the General Partner(s) are to execute a real estate security instrument giving
a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an
assignment of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and
containing other terms and conditions prescribed by the Government. The General Partner(s) are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligations".

3. Equal Opportunity and Nondiscrimination Provisions. The Partnership will execute (s) any undertakings and
agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1 entitled "Equal Opportunity Agreement", including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of which exceeds $10,000 and any part of which is paid with funds from the loan, and (c) Farmers Home Administration Form FmHA 400-4, entitled "Assurance Agreement (Under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part thereof and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of $25,710.00, to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior to any disbursement of interim loan funds or any FmHA loan funds.
5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained in accordance with FmHA Regulation 7 CFR Part 1930C so long as the loan obligations remain unsatisfied: A General Fund Account, a Tax and Insurance Escrow Account, a Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Farmers Home Administration loan is closed or interim funds are obtained to preclude the necessity for multiple advances of Farmers Home Administration loan funds, whenever occurs first, the Partnership shall provide cash from the Borrower's own funds, a letter of credit, or a combination of the two in an amount totaling $17,140.00. Any cash will have been deposited in the General Operating Account and any letter of credit supplied to the FmHA District Office. Use and maintenance of a letter of credit will be in accordance with FmHA Regulation 7 CFR 1930C.

b. Reserve Account. Transfers at a rate not less than $8,310.00 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of $83,129.00 or such higher amount later agreed to with FmHA and shall be resumed at any time when necessary, because of disbursements from the Reserve Account to restore it to said sum. Withdrawal and use of funds deposited to this account will be in accordance with FmHA Regulation 7 CFR 1930C. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership:

To pay dividends to the partners of up to 8 percent per annum of borrower's initial investment of $25,710.00, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time, and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

6. Regulatory Covenants. So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate FmHA regulations and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

b. Maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1. Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.

2. Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.
(3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent, financial interest in the organization nor cause of permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FmHA Regulation 7 CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government’s consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership’s operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower’s initial investment of $25,710.00, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.


a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provision of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This Loan Agreement shall be subject to the present regulations of the Farmers Home Administration and to its future regulations and provisions hereof.

f. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of January 12, 1992.
By: [Signature]

Jean Johnson, General Partner

Devine Manor Senior Citizens Complex, Ltd
This Agreement is effective on the 1st day of September, 2009, between Devine Manor Senior Citizens, Ltd., "borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521(a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the parties agree as follows:

Section 1. The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located at 112 Dixon Dr., Devine, TX 78016 and known as Devine Manor Senior Apartments consisting of 32 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2. The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3. Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4. In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5. Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6. Provisions Applicable if the Borrower is a Cooperative:

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree that upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the collection.
Section 7  Renegotiation, Modification, Transfer, Termination -

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults on any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8  Term of Agreement and Condition for Termination -

(a) This Agreement and its attachments, and any additional rental assistance will expire one (1) years from September 1, 2009 unless the funds are fully expended prior to that time, or unless earlier suspended, transferred, or terminated according to section 7 of this agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a “Request for Rental Assistance” on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

Section 9  Special Conditions - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55 to this Agreement and that it becomes a part hereof, and may be identified in section 10 below.

(Borrower)
DEVINE MANOR SENIOR CITIZENS, LTD.

RURAL HOUSING SERVICE
Scooter Brocket, Housing Programs Director

Date: SEP 29 2009

Section 10  Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

| AGREEMENT # | 019 - 01 - 00 | # UNITS | 023 | $ 85,284.00 |
| AGREEMENT # | 12 - 01 - 00 | # UNITS | 023 | $ 85,284.00 |
| AGREEMENT # | 13 - 01 - 00 | # UNITS | 023 | $ 87,492.00 |
| AGREEMENT # | 16 - 01 - 00 | # UNITS | 023 | $ 48,078.00 |
| AGREEMENT # | 17 - 01 - 00 | # UNITS | 023 | $ 43,121.00 |
| AGREEMENT # | 18 - 01 - 00 | # UNITS | 023 | $ 68,416.00 |
LOAN AGREEMENT

□ RH Loan to a Partnership Operating on a Profit Basis
□ RH Loan to a Limited Partnership Operating on a Profit Basis
□ RH Loan to a Partnership Operating on a Limited Profit Basis

1. Parties and Terms Defined. This agreement dated March 2, 1982, of

Pearsall Manor Senior Citizen Housing, Ltd., a Partnership, duly organized and operating under the

Texas Ltd. Partnership Act., herein called "Partnership", whose post office address is

5202 Western harness, Fulshear, Texas 77441

with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "government", is made in consideration of a loan, herein called "the loan", to Partnership in the

amount of $930,310.00

made or insured, or to be made or insured, by the Government pursuant to sections 518 (b) of the Housing Act of 1949 to build a 36 unit elderly project.

The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government in rural areas. Such housing and facilities and the land constituting the site as herein called "the housing". The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and related agreements are herein called the "loan obligations".

2. Execution of Loan Instrument. To evidence the loan the Partnership shall issue a promissory note (herein referred to as "the note"), signed by the General Partner(s)

for the amount of the loan,

payable in installments over a period of 50 years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement required by the Government, the General Partner(s) are to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The General Partner(s) are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligation".

3. Equal Opportunity and Non-discrimination Provision. The Partnership will execute (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 related to Fair Housing and non-discrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1 entitled "Equal Opportunity Agreement", including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of which exceeds $10,000 and any part of which is paid with funds from the loan, and (c) Farmers Home Administration Form FmHA 400-4, entitled "Affidavit Agreement Under Title VI, Civil Rights Act of 1964", a copy of which is attached hereto and made a part thereof and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of $32,300.00 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior to any disbursement of interim loan funds or any FmHA loan funds.
5. **Accounts for Housing Operations and Loan Servicing.** The Partnership shall establish on its books the following accounts, which shall be maintained in accordance with FmHA Regulation 7 CFR Part 1930-C so long as the loan obligations remain unsatisfied: A General Fund Account, a Tax and Insurance Escrow Account, a Security Deposit Account and a Reserve Account.

a. **General Operating Account.** By the time the Farmer's Home Administration loan is closed or interim funds are obtained to preclude the necessity for multiple advances of Farmer's Home Administration loan funds, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds, a letter of credit, or a combination of the two in an amount totalling $19,252.00. Any cash will have been deposited in the General Operating Account and any letter of credit supplied to the FmHA District Office. Use and maintenance of a letter of credit will be in accordance with FmHA Regulation 7 CFR 1930-C.

b. **Reserve Account.** Transfers at a rate not less than $9,300.00 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of $83,000.00 or such higher amount later agreed to with FmHA and shall be remained at any time when necessary, because of disbursements from the Reserve Account to restore it to said sum. Withdrawal and use of funds deposited in this account will be in accordance with FmHA Regulation 7 CFR 1930-C. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership.

To pay dividends to the partners of up to 8 percent per annum of borrower's initial investment of $_________. provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 9b to be accumulated by that time, and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 9b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

6. **Regulatory Covenants.** So long as the loan obligations remain unsatisfied, the Partnership shall comply with all applicable FmHA regulations and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

b. Maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government with a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

(1) Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.

(2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.
(3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent, financial interest in the organization for cause of permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FmHA Regulation 7, CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (i) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of $28,790.00, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.


a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This Loan Agreement shall be subject to the present regulations of the Farmers Home Administration and to its future regulations and provisions hereof.

f. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of March 2, 1992.
This Agreement is effective on the 1st day of August 2011, between PEARSALL MANOR SENIOR CITIZENS HSG., LTD., "borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521(a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the parties agree as follows:

Section 1 The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), “Multiple Housing Obligation-Fund Analysis,” or RD 3560-55, “Multiple Family Housing Transfer of Rental Assistance,” for the project located at 600 BERRY RANCH RD., PEARSALL, TX 78061 and known as PEARSALL MANOR SENIOR CITIZENS HSG., LTD. consisting of 36 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, “Tenant Certification.” Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2 The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3 Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4 In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5 Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6 Provisions Applicable if the Borrower is a Cooperative -

When the Borrower is a Cooperative:

(a) The term “tenant or occupant” will include a member of a cooperative. The term “household contribution” or “rent” will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree that upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.
Section 7 Renegotiation, Modification, Transfer, Termination -

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults on any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8 Term of Agreement and Condition for Termination -

(a) This Agreement and its attachments, and any additional rental assistance will expire one (1) years from August 10, 2011 unless the funds are fully expended prior to that time, or unless earlier suspended, transferred, or terminated according to section 7 of this agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

Section 9 Special Conditions - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55 to this Agreement and that it becomes a part hereof, and may be identified in section 10 below.

By: ____________________________

RURAL HOUSING SERVICE

Scooter Brockett, Housing Programs Director

Date: AUG 10 2011

Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

| AGREEMENT | # | 01 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 13 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 15 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 16 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 17 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 18 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 19 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 20 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 21 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
| AGREEMENT | # | 22 | 01 | 01 | # | 03 | 2 | $ | 11 | 8 | 6 | 5 | 6 | 0 | 0 |
2019 HTC
Full Application

Part 3 Tab 21

Occupied Developments
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, 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

☐ UPLOAD SEPARATELY FROM THE APPLICATION, 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 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 Direct Loan Applications

NOTE: The Department’s Section 811 PRA program is designed such that HUD-determined URA generally does not apply.

☐ Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: https://www.tdhca.state.tx.us/program-services/ura/relocation.htm

(if not, 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 occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, 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 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 Direct Loan Program 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

Date

FORM CONTINUES

3/1/2019
Relocation Certification for Direct Loan Applications (cont.)

For Direct Loan Applications: 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. [https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf](https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf)

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant

[Signature]

Printed Name

Kenneth E. Hamilton

Date

3/1/2019
Operating Statement - 12 Month Actuals

COA No.

01/29/2019

Calendar Year : 2018

Devine Manor Senior Apartments
112 Dixon Drive
Devine, TX 78016

7:56 pm
Page 1 of 2

Description

January

February

March

April

May

June

July

August

September

October

November

December

Total

4400

Rental Income

9,555.00

9,560.00

9,565.00

9,464.00

9,472.00

9,479.00

9,503.00

9,455.00

9,265.00

9,279.00

9,414.00

9,437.65

113,448.65

4405

RHS R/A Received

5,413.00

5,413.00

5,408.00

5,081.00

5,073.00

5,066.00

4,614.00

4,662.00

4,424.00

4,410.00

4,251.00

4,241.00

58,056.00

4409

Application Fee

0.00

0.00

0.00

0.00

0.00

0.00

0.00

10.00

0.00

0.00

0.00

0.00

10.00

5140

Other - Project Sources

0.00

2,000.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

2,000.00

INCOME

5160

Interest - Tax/Ins

0.20

0.13

1.60

0.00

0.00

4.38

0.00

0.00

4.71

0.00

0.00

5.91

16.93

5165

Interest - Reserve

11.44

9.37

11.55

11.36

12.07

11.36

25.81

25.95

27.24

30.01

29.06

30.03

235.25

5170

Interest-Security Deposit

0.08

0.03

0.78

0.00

0.00

1.87

0.00

0.00

2.06

0.00

0.00

2.69

7.51

5920

Tenant Charges

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

-13.65

-13.65

14,979.72

16,982.53

14,986.93

14,556.36

14,557.07

14,562.61

14,142.81

14,152.95

13,723.01

13,719.01

13,694.06

13,703.63

173,760.69

14,641.00

TOTAL INCOME

EXPENSE
6110

Maint/Repairs Payroll

1,201.00

1,232.00

1,120.00

1,288.00

1,120.00

1,288.00

1,288.00

1,232.00

1,232.00

1,120.00

1,232.00

1,288.00

6115

Maint/Repairs Supply

999.61

227.81

376.22

2,252.72

2,131.77

837.46

176.24

1,455.98

376.46

1,539.07

1,204.72

303.85

11,881.91

6120

Maint/Repairs Contract

2,285.82

-1,000.00

0.00

103.54

1,046.94

2,356.53

1,040.01

4,135.16

2,002.93

0.00

626.35

0.00

12,597.28

6140

Grounds

1,500.00

750.00

2,250.00

750.00

0.00

750.00

1,150.00

350.00

0.00

750.00

750.00

750.00

9,750.00

6145

Services

420.57

61.83

134.10

100.82

72.27

0.00

0.00

0.00

142.89

0.00

0.00

0.00

932.48

6146

Exterminating

0.00

0.00

0.00

0.00

0.00

242.48

0.00

0.00

0.00

190.52

95.26

190.52

718.78

6155

Other Operating Expenses

0.00

0.00

0.00

50.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

50.00

6156

Phone & Fuel Allowances

0.00

0.00

0.00

0.00

0.00

60.00

60.01

62.72

57.72

57.28

60.00

56.77

414.50

6160

USE 6146

0.00

242.48

0.00

242.48

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

484.96

6210

Electricity

358.69

355.72

325.72

300.31

369.10

402.43

355.39

313.87

237.57

115.84

0.00

986.66

4,121.30

6215

Water

234.45

223.88

209.90

214.39

694.09

426.87

404.05

721.98

635.97

309.67

340.47

279.08

4,694.80

6220

Sewer

167.07

160.86

151.56

152.16

426.78

299.15

274.36

417.54

362.02

151.99

171.85

132.21

2,867.55

6230

Trash Removal

288.67

287.68

287.68

290.35

576.49

314.77

286.78

284.38

284.94

288.83

288.33

289.64

3,768.54

6235

Other Utilities

52.48

62.36

0.00

52.55

55.67

22.74

0.00

0.00

-22.74

0.00

0.00

0.00

223.06

6310

Site Management Payroll

1,468.33

1,530.00

1,544.95

1,524.40

1,530.00

1,530.00

1,462.73

1,597.27

1,473.93

1,462.73

1,530.00

1,597.27

18,251.61

6315

Management Fees

1,984.00

1,984.00

1,984.00

3,906.00

1,922.00

1,922.00

1,860.00

1,860.00

1,798.00

1,798.00

1,798.00

1,798.00

24,614.00

6320

Project Auditing

0.00

0.00

0.00

0.00

0.00

3,800.00

0.00

0.00

0.00

0.00

0.00

0.00

3,800.00

6325

Project Bookkeeping

0.00

0.00

0.00

0.00

0.00

0.00

120.00

0.00

71.00

0.00

0.00

0.00

191.00

6330

Legal Expenses

0.00

10.66

10.66

10.66

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

31.98

6335

Advertising

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

104.00

96.00

200.00

6340

Phone/Answering Service

134.26

134.61

187.16

144.54

-30.64

215.20

79.04

94.13

-11.75

85.09

85.09

85.09

1,201.82

6345

Office Supplies

730.73

56.87

34.59

130.26

0.00

13.63

0.00

0.00

19.43

34.77

0.00

36.35

1,056.63

6355

Training Expense

26.52

26.52

12.48

12.48

12.48

267.48

381.63

12.48

12.48

33.05

12.48

13.76

823.84

6365

Payroll Taxes

148.39

309.01

289.30

244.85

208.95

221.82

216.66

222.89

213.06

203.62

217.53

226.69

2,722.77

6370

Workman's Comp. Insurance

150.13

199.90

402.00

122.43

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

874.46

6375

Other Administrative Exp.

162.33

0.00

0.00

0.00

20.00

0.00

0.00

0.00

0.00

0.00

125.00

0.00

307.33

6376

I.T. Services & Software

0.00

0.00

0.00

0.00

0.00

150.51

72.26

74.03

74.03

0.00

141.16

65.98

577.97

6377

Tenant Screening

0.00

0.00

0.00

0.00

10.66

10.66

26.65

10.66

10.66

10.66

10.66

10.66

101.27

6378

Bank Fees

15.00

15.00

15.00

15.00

15.00

10.00

10.00

50.00

10.00

30.00

50.00

0.00

235.00

6410

Real Estate Taxes

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

8,092.54

8,092.54

6420

Other Taxes/Licenses

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

106.41

106.41


# Operating Statement - 12 Month Actuals

**Devine Manor Senior Apartments**  
112 Dixon Drive  
Devine, TX  78016  

**Calendar Year : 2018**  
01/29/2019  
7:56 pm  
Page 2 of 2

<table>
<thead>
<tr>
<th>COA No.</th>
<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6425</td>
<td>Property/Liability Ins.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>8,835.72</td>
</tr>
<tr>
<td>6510</td>
<td>RHS Debt Payment</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>1,772.92</td>
<td>21,275.04</td>
<td></td>
</tr>
<tr>
<td>6515</td>
<td>RHS Payment (Overage)</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>90.00</td>
<td>90.00</td>
<td>780.00</td>
</tr>
<tr>
<td>6620</td>
<td>Miscellaneous</td>
<td>0.00</td>
<td>60.00</td>
<td>60.62</td>
<td>67.25</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>60.00</td>
<td>90.00</td>
<td>90.00</td>
<td>90.00</td>
<td>90.00</td>
<td>247.87</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSES**  
14,160.97  
8,764.11  
11,228.86  
13,088.11  
12,074.48  
16,974.65  
11,096.73  
14,728.01  
10,813.52  
10,014.04  
10,705.82  
27,104.12  
161,473.42

| NET INCOME YTD  | 818.75 | 8,218.42 | 3,758.07 | 748.25 | 2,482.59 | -2,412.04 | 3,046.08 | -575.06 | 2,909.49 | 3,704.97 | 2,988.24 | -13,400.49 | 12,287.27 |

**Total**
Operating Statement - 12 Month Actuals

COA No.

01/29/2019

Calendar Year : 2018

Pearsall Manor
600 Berry Ranch Rd
Pearsall, TX 78061

7:56 pm
Page 1 of 2

Description

January

February

March

April

May

June

July

August

September

October

November

December

Total

4400

Rental Income

7,913.00

7,710.00

8,230.00

8,352.00

8,373.00

8,779.00

8,845.00

8,892.00

8,745.00

8,745.00

8,841.00

8,592.00

102,017.00

4405

RHS R/A Received

6,862.00

6,661.00

6,997.00

6,875.00

6,854.00

6,852.00

6,786.00

6,756.00

6,890.00

6,890.00

6,794.00

6,639.00

81,856.00

4409

Application Fee

10.00

0.00

20.00

10.00

0.00

10.00

0.00

0.00

0.00

0.00

0.00

0.00

50.00

4410

Late Fees

0.00

0.00

0.00

0.00

-9.65

0.00

0.00

0.00

0.00

0.00

0.00

0.00

-9.65

4413

Tenant Maint Reimburse

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

14.73

0.00

14.73

INCOME

5160

Interest - Tax/Ins

0.33

0.21

2.64

0.00

0.00

7.26

0.00

0.00

7.79

0.00

0.00

9.79

28.02

5165

Interest - Reserve

21.98

18.89

22.12

21.74

22.80

21.75

33.58

33.62

35.23

38.73

37.50

38.76

346.70

5170

Interest-Security Deposit

0.08

0.07

0.56

0.00

0.00

1.97

0.00

0.00

2.16

0.00

0.00

2.71

7.55

5910

Laundry and Vending

0.00

115.35

0.00

90.56

137.42

64.48

85.95

47.18

0.00

137.99

0.00

197.70

876.63

5920

Tenant Charges

0.00

0.00

0.00

0.00

0.00

0.00

20.38

0.00

0.00

37.28

0.00

0.00

57.66

14,807.39

14,505.52

15,272.32

15,349.30

15,377.57

15,736.46

15,770.91

15,728.80

15,680.18

15,849.00

15,687.23

15,479.96

185,244.64

14,616.00

TOTAL INCOME

EXPENSE
6110

Maint/Repairs Payroll

1,288.00

1,232.00

1,120.00

1,288.00

1,120.00

1,288.00

1,176.00

1,120.00

1,344.00

1,232.00

1,232.00

1,176.00

6115

Maint/Repairs Supply

2,090.07

326.24

358.27

758.41

1,333.15

1,009.58

762.51

679.93

283.32

24.26

241.73

112.09

7,979.56

6120

Maint/Repairs Contract

92.01

0.00

0.00

0.00

130.98

0.00

313.26

176.28

0.00

635.00

0.00

13,227.51

14,575.04

6140

Grounds

1,850.00

0.00

1,850.00

925.00

962.83

925.00

925.00

925.00

925.00

925.00

925.00

925.00

12,062.83

6145

Services

375.03

61.83

642.38

64.30

72.27

0.00

0.00

0.00

0.00

0.00

0.00

-180.78

1,035.03

6146

Exterminating

0.00

0.00

0.00

0.00

0.00

272.79

0.00

107.17

0.00

214.34

107.17

214.34

915.81

6155

Other Operating Expenses

0.00

0.00

0.00

50.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

50.00

6156

Phone & Fuel Allowances

0.00

0.00

0.00

0.00

0.00

60.00

59.99

57.28

62.28

62.72

60.00

52.30

414.57

6160

Exterminating

0.00

272.79

0.00

272.79

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

545.58

6210

Electricity

605.28

547.46

505.09

542.82

533.71

546.15

505.08

457.30

163.30

294.87

829.12

414.98

5,945.16

6215

Water

108.66

116.22

190.94

93.44

172.33

122.80

134.50

137.42

125.74

104.74

0.00

162.80

1,469.59

6220

Sewer

36.10

43.65

65.42

28.39

28.09

28.27

28.22

28.21

28.25

29.05

0.00

59.23

402.88

6230

Trash Removal

308.10

315.65

650.74

331.72

328.19

330.28

329.75

329.62

330.14

331.10

0.00

675.25

4,260.54

6235

Other Utilities

6310

Site Management Payroll

169.96

94.16

0.00

52.55

59.97

0.00

0.00

0.00

0.00

0.00

0.00

6.50

383.14

1,566.67

1,530.00

1,515.05

1,535.60

1,530.00

1,530.00

1,597.27

1,462.73

1,586.07

1,597.27

1,530.00

1,462.73

18,443.39

6315
6320

Management Fees

6.00

2,108.00

2,046.00

4,340.00

2,170.00

2,232.00

2,232.00

2,232.00

2,232.00

2,232.00

2,232.00

2,170.00

26,232.00

Project Auditing

0.00

0.00

0.00

0.00

0.00

3,800.00

0.00

0.00

0.00

0.00

0.00

0.00

3,800.00

6325

Project Bookkeeping

0.00

0.00

0.00

0.00

0.00

0.00

120.00

0.00

84.00

0.00

0.00

0.00

204.00

6330

Legal Expenses

0.00

21.32

10.66

21.32

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

53.30

6335

Advertising

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

157.50

149.48

306.98

6340

Phone/Answering Service

6345

Office Supplies

6355

Training Expense

6365

Payroll Taxes

70.49

131.54

0.00

63.00

73.16

123.13

123.46

123.46

124.44

111.75

114.35

114.31

1,173.09

375.00

84.88

72.48

158.14

0.00

7.52

0.00

0.00

13.63

61.84

356.04

26.32

1,155.85

0.00

0.00

14.04

14.04

14.04

269.04

383.20

14.04

14.04

39.45

14.04

15.48

791.41

148.35

309.02

284.95

243.38

208.98

221.81

218.41

203.60

230.57

222.89

217.54

207.54

2,717.04

6370

Workman's Comp. Insurance

170.95

199.90

402.00

122.43

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

895.28

6375

Other Administrative Exp.

162.81

0.00

0.00

0.00

20.00

0.00

0.00

0.00

0.00

0.00

125.00

0.00

307.81

6376

I.T. Services & Software

0.00

0.00

0.00

0.00

0.00

153.98

72.26

74.03

74.03

0.00

141.16

65.98

581.44

6377

Tenant Screening

0.00

0.00

0.00

0.00

10.66

10.66

26.65

10.66

10.66

10.66

10.66

10.66

101.27

6378

Bank Fees

15.00

15.00

15.00

15.00

15.00

10.00

10.00

50.00

10.00

30.00

50.00

0.00

235.00


## Operating Statement - 12 Month Actuals

**Calendar Year: 2018**

<table>
<thead>
<tr>
<th>COA No.</th>
<th>Description</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6410</td>
<td>Real Estate Taxes</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>13,250.25</td>
</tr>
<tr>
<td>6425</td>
<td>Property/Liability Ins.</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>10,655.55</td>
<td>10,655.55</td>
</tr>
<tr>
<td>6510</td>
<td>RHS Debt Payment</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>1,979.00</td>
<td>23,748.00</td>
<td></td>
</tr>
<tr>
<td>6515</td>
<td>RHS Payment (Overage)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>4.00</td>
<td>16.00</td>
</tr>
<tr>
<td>6620</td>
<td>Miscellaneous</td>
<td>0.00</td>
<td>60.00</td>
<td>59.38</td>
<td>68.17</td>
<td>60.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>247.55</td>
<td></td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL EXPENSES</td>
<td>11,417.48</td>
<td>9,448.66</td>
<td>11,781.40</td>
<td>12,967.50</td>
<td>10,822.36</td>
<td>14,920.01</td>
<td>10,996.56</td>
<td>10,167.73</td>
<td>9,624.47</td>
<td>10,141.94</td>
<td>20,981.86</td>
<td>36,300.97</td>
<td>169,570.94</td>
</tr>
</tbody>
</table>

**Net Income YTD**

<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET INCOME YTD</td>
<td>3,389.91</td>
<td>5,056.85</td>
<td>3,490.92</td>
<td>2,381.80</td>
<td>4,555.21</td>
<td>816.45</td>
<td>4,774.35</td>
<td>5,561.07</td>
<td>6,055.71</td>
<td>5,707.06</td>
<td>-5,294.63</td>
<td>-20,821.91</td>
<td>15,673.70</td>
</tr>
</tbody>
</table>
Pine Hills Estates, LP
Relocation Plan

Pine Hills Estates I & II consists of the substantial rehabilitation of the Devine Manor and Pearsall Manor developments. Once the project begins, we will need to temporarily relocate tenants for approximately a 30-45 day period while we complete construction on their apartments. KEH Development – Texas, LLC will coordinate the relocation process during the construction period. Our intention is to temporarily relocate 8-12 tenants at a time depending on the occupancy of each building and the preference of relocation for each tenant. The goal is two have 2 building per phase empty, and complete rehab work for each site in approximately 4-5 phases.

As part of the relocation process we will pay for the moving expenses and any fees or deposits associated with moving. We will also pay for the rent at their temporary residence. Some residents choose to stay with friends or family during the construction process. If this is the case, we will pay to move their belongings into storage for the duration of their displacement, and also for the move back into their apartment. Each phase has been allotted approximately 60 days, but we only expect the residents to be relocated for about 45 days. In past development similar to this one, we have completed the construction of each phase in 30-45 days.

Please see the attached sample spreadsheet that we will use to track the tenants relocation. The spreadsheet will document the date of relocation, the new property that the tenant will move to, the estimated return date, the estimated relocation costs, rent and other expenses paid for the tenant during relocation, and any other information related to their relocation.

We have budgeted $1,500 per unit for relocation expenses. We feel this adequate to cover the moving, storage, and rent expenses based on similar developments we have completed. The tenants that choose to stay with family use less of the relocation money budgeted which usually offsets the tenants that require more of the relocation budget.

Below is what we expect per unit.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moving/Storage</td>
<td>$600</td>
</tr>
<tr>
<td>Rent/Hotel Expenses</td>
<td>$700</td>
</tr>
<tr>
<td>Utilities/Deposits</td>
<td>$100</td>
</tr>
<tr>
<td>Misc.</td>
<td>$100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,500</strong></td>
</tr>
</tbody>
</table>

Once the development has been approved and is 45-60 days from construction starting, we will schedule a tenant meeting to discuss the construction and relocation process. At that time we will ask for input from the tenants as to their preference for relocation and also determine any special accommodations. The input of each tenant’s relocation needs and wishes will be accommodated to the best of our ability. KEH Development – Texas, LLC is committed to making this process as simple and hassle free as possible for each tenant during this rehabilitation.

A copy of this plan will be submitted to USDA RD for their approval prior to the finalization of the transfers and will comply with the Uniform Relocation Act as well as any other applicable laws or regulations.
2019 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [v] Print As Image 300dpi > OK

- 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 and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

- 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, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

- For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

- Unit floor plans for each type of Unit:
  - must include the square footage of each type of Unit; and
  - must include floor plans for the accessible Units.

- Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

3/1/2019
TOTAL UNITS = 32 UNITS

26  - 1 BEDROOM UNITS
1  - 1 BEDROOM HC UNIT
1  - 1 BEDROOM H/V (HEARING/VISUAL) UNIT
3  - 2 BEDROOM UNITS
1  - 2 BEDROOM HC UNIT

BUILDINGS 1-
(4)  1 BEDROOM UNIT @ 636 SQ.FT = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 2-
(4)  1 BEDROOM UNIT @ 636 SQ.FT = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 3-
(1)  2 BEDROOM HC UNIT @ 801 SQ.FT = 801 SQ.FT
(3)  2 BEDROOM UNIT @ 801 SQ.FT = 2,403 SQ.FT.
TOTAL UNITS = 3,204 SQ.FT.

BUILDINGS 4-
(4)  1 BEDROOM UNIT @ 636 SQ.FT = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 5-
(4)  1 BEDROOM UNIT @ 636 SQ.FT = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 6-
(4)  1 BEDROOM UNIT @ 636 SQ.FT = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 7-
(3)  1 BEDROOM UNIT @ 636 SQ.FT = 1,908 SQ.FT
(1)  1 BEDROOM HC @ 636 SQ.FT = 636 SQ.FT
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 8-
(1)  1 BEDROOM H/V @ 636 SQ.FT = 636 SQ.FT
(3)  1 BEDROOM UNIT @ 636 SQ.FT = 1,908 SQ.FT
TOTAL UNITS = 2,544 SQ.FT.

COMMUNITY BLDG @ 1,307 SQ.FT

SITE:
2.998 ACRES OR 130,592 +/- SF

PARKING:
33  PARKING STALLS
1  VAN ACCESSIBLE STALL
4  HC PARKING STALLS
TOTAL = 38

NOTES:
1. PROJECT BUILT IN 1992
THEREFORE MAKING WHOLE SITE
ACCESSIBLE UNDER THE FAIR
HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN
MAP, THIS PROPERTY IS NOT IN THE
FLOOD PLAIN AND NO FLOOD PLAIN
DETENTION OR MITIGATION IS
REQUIRED.
3. THE SITE PLAN AS PRESENTED
MEETS ALL LOCAL PARKING
REQUIREMENTS.

SITE LEGEND:
NEW CONCRETE
ACCESSIBLE ROUTE

Re: 4/9/2018 - 1:06 PM - EH
Rec'd 4/9/2019 - 1:06 PM - EH
TOTAL UNITS - 32 UNITS

26 - 1 BEDROOM UNITS
1 - 1 BEDROOM HC UNIT
1 - 1 BEDROOM H/V (HEARING/VISUAL) UNIT
3 - 2 BEDROOM UNITS
1 - 2 BEDROOM HC UNIT

BUILDINGS 1 -
(4) 1 BEDROOM UNIT
@ 636 SQ.FT
= 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 2 -
(4) 1 BEDROOM UNIT
@ 636 SQ.FT
= 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 3 -
(3) 1 BEDROOM UNIT
@ 636 SQ.FT.
= 1,908 SQ.FT.
(1) 1 BEDROOM HC UNIT
@ 636 SQ.FT.
= 636 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 4 -
(4) 1 BEDROOM UNIT
@ 636 SQ.FT
= 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 5 -
(4) 1 BEDROOM UNIT
@ 636 SQ.FT
= 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 6 -
(4) 1 BEDROOM UNIT
@ 636 SQ.FT
= 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 7 -
(3) 1 BEDROOM UNIT
@ 636 SQ.FT.
= 1,908 SQ.FT.
(1) 1 BEDROOM HC UNIT
@ 636 SQ.FT.
= 636 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 8 -
(3) 1 BEDROOM UNIT
@ 636 SQ.FT.
= 1,908 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

COMMUNITY BLDG
@ 1,307 SQ.FT

SITE
2.998 ACRES OR 130,592 +/- SF

PARKING
34 PARKING STALLS
2 VAN ACCESSIBLE STALL
2 HC PARKING STALLS
TOTAL = 38

NOTES:
1. PROJECT BUILT IN 1992
THEREFORE MAKING WHOLE SITE
ACCESSIBLE UNDER THE FAIR
HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN
MAP THIS PROPERTY IS NOT IN THE
FLOOD PLAIN AND NO FLOOD PLAIN
DETENTION OR MITIGATION IS
REQUIRED
3. THE SITE PLAN AS PRESENTED
MEETS ALL LOCAL PARKING
REQUIREMENTS.
Building 1,2,4,5,6

Total Net Rentable Area: 2,544 sqft.
Total Patio Area: 316 sqft
Other Support Areas: 28 sqft.
Total Gross Building Area 2,888 sqft.
Building 3
Total Net Rentable Area: 3,204 sqft.
Total Patio Area: 296 sqft
Other Support Areas: 28 sqft.
Total Gross Building Area: 3,528 sqft.

BLDG 3
FLOOR PLAN
SCALE: 1/16" = 1'-0"
Building 7

Total Net Rentable Area: 2,544 sqft.
Total Patio Area: 316 sqft
Other Support Areas: 28 sqft.
Total Gross Building Area: 2,888 sqft.
Building 8

Total Net Rentable Area: 2,544 sqft.
Total Patio Area: 316 sqft.
Other Support Areas: 28 sqft.
Total Gross Building Area 2,888 sqft.
Community Building

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Net Conditioned Area</td>
<td>1,175 sqft.</td>
</tr>
<tr>
<td>Total Unconditioned Area</td>
<td>132 sqft</td>
</tr>
<tr>
<td>Total Patio Area</td>
<td>48 sqft</td>
</tr>
<tr>
<td>Total Gross Building Area</td>
<td>1,355 sqft.</td>
</tr>
</tbody>
</table>

COMMUNITY BLDG FLOOR PLAN
SCALE: 1/8" = 1'-0"
TWO BEDROOM FLOOR PLAN

SCALE: 3/16" = 1'-0"
SITE
3.059 ACRES OR 133,250 +/- SF

PARKING
67 PARKING STALLS
1 VAN HC PARKING STALL
4 HC PARKING STALLS
TOTAL = 72

TOTAL UNITS - 36 UNITS
30 - 1 BEDROOM UNITS
1 - 1 BEDROOM HC UNIT
1 - 1 BEDROOM H/V UNIT
3 - 2 BEDROOM UNITS
1 - 2 BEDROOM HC UNIT

BUILDINGS 1 -
(8) 1 BEDROOM UNIT @ 667 SQ.FT. = 5,336 SQ.FT.
(3) 2 BEDROOM UNIT @ 801 SQ.FT. = 2,403 SQ.FT.
(1) 2 BEDROOM HC UNIT @ 801 SQ.FT. = 801 SQ.FT.
TOTAL UNITS = 8,540 SQ.FT.

BUILDINGS 2 -
(8) 1 BEDROOM UNIT @ 667 SQ.FT. = 5,336 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

BUILDINGS 3 -
(7) 1 BEDROOM UNIT @ 667 SQ.FT. = 4,669 SQ.FT.
(1) 1 BEDROOM H/V UNIT @ 667 SQ.FT. = 667 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

BUILDINGS 4 -
(7) 1 BEDROOM UNIT @ 667 SQ.FT. = 4,669 SQ.FT.
(1) 1 BEDROOM HC @ 667 SQ.FT. = 667 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

COMMUNITY BLDG
@ 1,727 SQ.FT.

NOTES:
1. PROJECT BUILT IN 1993 THEREFORE MAKING WHOLE SITE ACCESSIBLE UNDER THE FAIR HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN MAP THIS PROPERTY IS NOT IN THE FLOOD PLAIN AND NO FLOOD PLAIN DETENTION OR MITIGATION IS REQUIRED.
3. THE SITE PLAN AS PRESENTED MEETS ALL LOCAL PARKING REQUIREMENTS.
**Building 1**

- **Total Net Rentable Area:** 8,540 sqft.
- **Total Patio Area:** 1,112 sqft.
- **Total Breezeway Area:** 468 sqft.
- **Other Support Areas:** 40 sqft.
- **Total Gross Building Area:** 10,160 sqft.
Building 2

Total Net Rentable Area: 5,336 sqft.
Total Patio Area: 608 sqft.
Total Breezeway Area: 226 sqft.
Other Support Areas: 0 sqft.
Total Gross Building Area: 6,170 sqft.
Building 3
Total Net Rentable Area: 5,336 sqft.
Total Patio Area: 608 sqft.
Total Breezeway Area: 226 sqft.
Other Support Areas: 0 sqft.
Total Gross Building Area 6,170 sqft.
Building 4
Total Net Rentable Area: 5,336 sqft.
Total Patio Area: 608 sqft.
Total Breezeway Area: 226 sqft.
Other Support Areas: 0 sqft.
Total Gross Building Area 6,170 sqft.
Community Building
Total Net Conditioned Area: 1,605 sqft.
Total Unconditioned Area: 122 sqft.
Total Patio Area: 270 sqft.
Total Gross Building Area: 1,997 sqft.
Total Net Rentable Area: 801 sqft.
Total Gross Unit Area: 887 sqft.
ALL WINDOWS ENERGY STAR QUALIFIED WITH LOW-E GLASS W/ BLINDS AND SCREENS

ENERGY STAR, LED LIGHTING THROUGHOUT, TYP

ENERGY STAR, 15 SEER HVAC

ENERGY STAR REFRIGERATOR W/ ICE MAKER

SELF CLEANING OVEN

SCALE: 3/16" = 1'-0"
SITE
3.059 ACRES OR 133,250 +/- SF

PARKING
67 PARKING STALLS
1 VAN HC PARKING STALL
4 HC PARKING STALLS
TOTAL = 72

TOTAL UNITS - 36 UNITS
31 - 1 BEDROOM UNITS
1 - 1 BEDROOM HC UNIT
3 - 2 BEDROOM UNITS
1 - 2 BEDROOM HC UNIT

BUILDINGS 1- (8) 1 BEDROOM UNIT @ 667 SQ.FT = 5,336 SQ.FT.
(3) 2 BEDROOM UNIT @ 801 SQ.FT = 2,403 SQ.FT.
(1) 2 BEDROOM HC UNIT @ 801 SQ.FT = 801 SQ.FT.
TOTAL UNITS = 8,540 SQ.FT.

BUILDINGS 2- (8) 1 BEDROOM UNIT @ 667 SQ.FT = 5,336 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

BUILDINGS 3- (7) 1 BEDROOM UNIT @ 667 SQ.FT = 4,669 SQ.FT.
(1) 1 BEDROOM UNIT @ 667 SQ.FT = 667 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

BUILDINGS 4- (7) 1 BEDROOM UNIT @ 667 SQ.FT = 4,669 SQ.FT.
(1) 1 BEDROOM HC UNIT @ 667 SQ.FT = 667 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

COMMUNITY BLDG @ 1,727 SQ.FT

NOTE:
PROJECT BUILT IN 1993 THEREFORE MAKING WHOLE SITE ACCESSIBLE UNDER THE FAIR HOUSING ACT.
ALL WINDOWS
ENERGY STAR
QUALIFIED WITH
LOW-E GLASS W/
BLINDS AND
SCREENS

ENERGY STAR
CEILING FAN

SELF CLEANING
OVEN

ENERGY STAR
REFRIGERATOR
W/ ICE MAKER

ENERGY STAR,
LED LIGHTING
THROUGHOUT,
TYP

15 SEER HVAC

NEW UFAS
ACCESSIBLE
BATHROOM

ONE BEDROOM H.C.
FLOOR PLAN

SCALE: 3/16" = 1'-0"
2019 HTC
Full Application

Part 3 Tab 23

Specifications and
Building/Unit Type Configuration
and
Tab 23a, 23b, 23c Forms
### 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.

#### Building Configuration

<table>
<thead>
<tr>
<th>Building Configuration</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(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>

#### Development will have:

<table>
<thead>
<tr>
<th>Amenities</th>
<th>Fire Sprinklers</th>
<th>Elevators</th>
<th># of Elevators</th>
<th>Wt. Capacity</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>Uncovered Spaces</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>100</th>
<th>% Ceramic Tile</th>
<th>% Other</th>
<th>Ceiling Height</th>
<th>Upper Floor(s) Ceiling Height (Townhome Only)</th>
<th>Describe:</th>
</tr>
</thead>
</table>

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit</th>
<th># of Bedrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bed</td>
<td>1</td>
<td>630</td>
<td>4</td>
<td>28</td>
<td>17,808</td>
</tr>
<tr>
<td>2 bed</td>
<td>2</td>
<td>801</td>
<td>4</td>
<td>4</td>
<td>3,204</td>
</tr>
</tbody>
</table>

#### Totals

| Totals | 28 | 4 | - | - | - | - | - | - | - | - | - | 32 | 21,012 |

#### Net Rentable Square Footage from Rent Schedule

| Net Rentable Square Footage | 21,012 |

Supportive Housing Applicants Only

- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
- The lesser of these two numbers added to NRA:
- Use this number to figure points under 11.9(e)(2)

If a revised form is submitted, date of submission: 3/1/2019

Net revised definition of "Common Area" at 10 TAC §11.1 (d)(22).
### Pine Hills II Pearsall

**Specifications and Amenities**  
(check all that apply)

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

**Development will have:**

- Fire Sprinklers
- Elevators
- # of Elevators
- Net. Capacity

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

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

**Floor Composition/Wall Height:**

- 100  % Carpet/Vinyl/Resilient Flooring  B’ Ceiling Height
- % Ceramic Tile  Upper Floor(s) Ceiling Height (Townhome Only)
- % Other  Describe:

### 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.

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Unit Label</th>
<th>Number of Buildings</th>
<th>Number of Parking Spaces (consistent with Architectural Drawings)</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 bed</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>667</td>
<td>8</td>
<td>8</td>
<td>32</td>
</tr>
<tr>
<td>2 bed</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>801</td>
<td>4</td>
<td>4</td>
<td>3,204</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

Enter the total development common area from the architect's plans:

**Net Rentable Square Footage from Rent Schedule**

| Totals | 12 | 24 | - | - | - | - | - | - | - | - | 36 | 24,548 |

**Note revised definition of "Common Area" at 10 TAC §11.1(d)(22).**

**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)**

**Enter the total development common area from the architect's plans:**

Ensure that this number matches your architectural drawings.

3/1/2019
# 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 11.101(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>Unit Description</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (fill this out)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (fill this out)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td></td>
<td>1.6</td>
<td>2.4</td>
<td>2</td>
<td></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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
<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; 101)</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; 111)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</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>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></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]

[Date]

Firm Name (If applicable)
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(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>Unit Description</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>1/1 (fill this out)</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (fill this out)</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>2</td>
<td>1</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>Unit Description</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>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></td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</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: [Signature]

Printed Name: [Larry K. Blackledge]

Date: 2/28/2019

Firm Name (If applicable): 

2/27/2019
# Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


## Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Community Bldg</td>
<td>4</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 4
# Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>200</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>38</td>
</tr>
<tr>
<td>Total carports:</td>
<td>0</td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>34</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>34</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>2</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>2</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>3</td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities):</td>
<td>34</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

## Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:

- Total: 34

Number of garages that must be APSs:

- Total: 0

**APSs that Must Be Van Spaces**

Minimum number of surface parking spaces that must be van APSs:

- Total: 7

Minimum number of carports that must be van APSs:

- Total: 0

Minimum number of garages that must be van APSs:

- Total: 0

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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: [Signature]

Printed Name: [Printed Name]

Date: 2/28/2019

[1 for O&A & 2 for units]

[1 for O&A & 1 for units]
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Community Bldg</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1
# Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

**Enter the information indicated below.**

| Total dwelling Units in the Development: | 32 |
| Total surface parking spaces: | 38 |
| Total carports: | 0 |
| Total garages: | 0 |

| Total parking spaces of all types: | Calculated from above: 38 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | Calculated on prior page: 1 |
| Total of all types of parking spaces that serve dwelling units: | Calculated from above: 37 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | Calculated from above: 2 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | Calculated from above: 5 |
| APSs required in excess of one per mobility accessible unit: | Calculated from above: 1 |

**Total APSs required (including dwelling units and facilities/amenities):**

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:

Minimum number of carports that must be APSs:

Number of garages that must be APSs:

| 0 |

**APSs that Must Be Van Spaces**

**Total Van APSs required, including all types of spaces:**

Minimum number of surface parking spaces that must be van APSs:

Minimum number of carports that must be van APSs:

Minimum number of garages that must be van APSs:

| 0 |

Calculated from above: 2

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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

Larry K. Blackledge

**Date:**

4/16/2019
# 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 11.101(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>1/1 (667 SQ.FT.)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (801 SQ.FT.)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>36</td>
<td>1.8</td>
<td>2.6</td>
<td>2</td>
<td></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>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>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; 1000)</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; 1120)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></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]

Date: 2/28/2019

[Signature]

Printed Name

Firm Name (If applicable)

2/28/2019
# 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 11.101(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>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1/1 (667 SQ.FT.)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (801 SQ.FT.)</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>2</td>
<td>1</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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></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] [Printed Name]

[Date] 2/28/2019

Firm Name (If applicable)
### Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


### Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>COMMUNITY BLDG</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2

1
# Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
<th>Calculation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>Total carports:</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>2</td>
<td>Calculated on prior page</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>70</td>
<td>Calculated from above</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>1</td>
<td>Calculated from above</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>34</td>
<td>Calculated from above</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>1</td>
<td>Calculated from above</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>4</td>
<td>Calculated from above</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:

Minimum number of carports that must be APSs:

Minimum number of garages that must be APSs:

**APSs that Must Be Van Spaces**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
<th>Calculation Method</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Van APSs required, including all types of spaces:</strong></td>
<td>1</td>
<td>Calculated from above</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>0</td>
<td>Calculated from above</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>0</td>
<td>Calculated from above</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
<td>Calculated from above</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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

Larry K. Blackledge

**Date:** 2/28/2019

**Printed Name:** Larry K. Blackledge
2019 HTC
Full Application

Part 4 Tab 24

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>
</table>

### Rent Schedule

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat'l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td></td>
<td>636</td>
<td>1,908</td>
<td>256</td>
<td>61</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>1</td>
<td></td>
<td>636</td>
<td>3,816</td>
<td>475</td>
<td>61</td>
<td>500</td>
<td>3,000</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>1</td>
<td></td>
<td>636</td>
<td>12,084</td>
<td>585</td>
<td>61</td>
<td>500</td>
<td>9,500</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td></td>
<td>801</td>
<td>801</td>
<td>308</td>
<td>79</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td></td>
<td>801</td>
<td>801</td>
<td>571</td>
<td>79</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td></td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>79</td>
<td>575</td>
<td>1,150</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td></td>
<td>667</td>
<td>2,001</td>
<td>516</td>
<td>71</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>1</td>
<td></td>
<td>667</td>
<td>4,669</td>
<td>716</td>
<td>71</td>
<td>500</td>
<td>3,500</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>22</td>
<td>1</td>
<td></td>
<td>667</td>
<td>14,674</td>
<td>585</td>
<td>71</td>
<td>500</td>
<td>11,000</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td></td>
<td>801</td>
<td>801</td>
<td>571</td>
<td>86</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td></td>
<td>801</td>
<td>801</td>
<td>571</td>
<td>86</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td></td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>86</td>
<td>575</td>
<td>1,150</td>
</tr>
</tbody>
</table>

**TOTAL**

68 | 45,560 | 39,600

**Non Rental Income**

$0.00 per unit/month

**Non Rental Income**

0.00 per unit/month

**Non Rental Income**

5.03 per unit/month

**TOTAL NONRENTAL INCOME**

$5.03 per unit/month

**POTENTIAL GROSS MONTHLY INCOME**

$34,942

**Provision for Vacancy & Collection Loss**

6.00% (2,097)

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

Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME**

$32,845
If a revised form is submitted, date of submission:
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTC LI</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTC Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### National Housing Trust Fund

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF LI</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Mortgages

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR MR</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Direct Loan

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th></th>
<th>Total OT Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>0</td>
</tr>
</tbody>
</table>

### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
<td>109.19</td>
<td>91.44</td>
<td>64.53</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.
### 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>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Ins)</th>
<th>Nat'l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy</th>
<th># of Units</th>
<th># of Bed‐rooms</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>RA-3</td>
<td>3</td>
<td>1</td>
<td>636</td>
<td>1,908</td>
<td>256</td>
<td>61</td>
<td>500</td>
<td>1,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>RA-6</td>
<td>6</td>
<td>1</td>
<td>636</td>
<td>3,816</td>
<td>475</td>
<td>61</td>
<td>500</td>
<td>3,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>RA-11</td>
<td>19</td>
<td>1</td>
<td>636</td>
<td>12,084</td>
<td>585</td>
<td>61</td>
<td>500</td>
<td>9,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>RA-1</td>
<td>1</td>
<td>2</td>
<td>801</td>
<td>801</td>
<td>308</td>
<td>79</td>
<td>575</td>
<td>575</td>
<td></td>
<td></td>
<td>575</td>
</tr>
<tr>
<td>TC 60%</td>
<td>RA-1</td>
<td>2</td>
<td>2</td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>79</td>
<td>575</td>
<td>1,150</td>
<td></td>
<td></td>
<td>1,150</td>
</tr>
</tbody>
</table>

Devine - ALL units fall under USDA-RD guidelines; in addition 23 units RA (floating)

| TC 30%    | RA-3                                | 3               | 1               | 667           | 2,001      | 256           | 71                           | 500                        | 1,500             |                      |                     |                    |
| TC 50%    | RA-7                                | 7               | 1               | 667           | 4,669      | 475           | 71                           | 500                        | 3,500             |                      |                     |                    |
| TC 60%    | RA-22                               | 22              | 1               | 667           | 14,674     | 585           | 71                           | 500                        | 11,000            |                      |                     |                    |
| TC 30%    | RA-1                                | 1               | 2               | 801           | 801        | 308           | 86                           | 575                        | 575               |                      |                     | 575                |
| TC 60%    | RA-1                                | 2               | 2               | 801           | 1,602      | 703           | 86                           | 575                        | 1,150             |                      |                     | 1,150              |

Pearsall - ALL units fall under USDA-RD guidelines; in addition 32 units RA (floating)

| TC 30%    | RA-3                                | 3               | 1               | 667           | 2,001      | 256           | 71                           | 500                        | 1,500             |                      |                     |                    |
| TC 50%    | RA-1                                | 1               | 2               | 801           | 801        | 308           | 86                           | 575                        | 575               |                      |                     | 575                |
| TC 60%    | RA-2                                | 2               | 2               | 801           | 1,602      | 703           | 86                           | 575                        | 1,150             |                      |                     | 1,150              |

**Self Score Total:** 0

**Rent Concessions (enter as a negative number)** Enter as a negative value

**Potential Gross Monthly Income**

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 6.00% (2,097)
- Rental Concessions (enter as a negative number)

**Effective Gross Monthly Income**

- Effective Gross Annual Income

If a revised form is submitted, date of submission: ____________________
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".

### Rent Schedule

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>636</td>
<td>1,908</td>
<td>256</td>
<td>61</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
<td>636</td>
<td>3,816</td>
<td>475</td>
<td>61</td>
<td>500</td>
<td>3,000</td>
</tr>
<tr>
<td>TC 60%</td>
<td>19</td>
<td>1</td>
<td>636</td>
<td>12,084</td>
<td>585</td>
<td>79</td>
<td>575</td>
<td>9,500</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2</td>
<td>801</td>
<td>801</td>
<td>308</td>
<td>79</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 60%</td>
<td>2</td>
<td>2</td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>79</td>
<td>575</td>
<td>1,150</td>
</tr>
</tbody>
</table>

Devine - 23 units RA (floating)
<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>667</td>
<td>2,001</td>
<td>256</td>
<td>71</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
<td>1</td>
<td>667</td>
<td>4,669</td>
<td>475</td>
<td>71</td>
<td>500</td>
<td>3,500</td>
</tr>
<tr>
<td>TC 60%</td>
<td>22</td>
<td>1</td>
<td>667</td>
<td>14,674</td>
<td>585</td>
<td>71</td>
<td>500</td>
<td>11,000</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2</td>
<td>801</td>
<td>801</td>
<td>308</td>
<td>86</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>2</td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>86</td>
<td>575</td>
<td>1,150</td>
</tr>
</tbody>
</table>

Pearsall - 32 units RA (floating)

### Notes
- **Non Rental Income**: $0.00 per unit/month for:
  - Late fees, app fees, retained deposits: $5.03 per unit/month

**TOTAL NONRENTAL INCOME**: $5.03 per unit/month

**POTENTIAL GROSS MONTHLY INCOME**: $34,942

- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 6.00% (2,097)
- **Rental Concessions**: enter as a negative number

**EFFECTIVE GROSS MONTHLY INCOME**: $32,845
If a revised form is submitted, date of submission: 4/8/19
<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MORTGAGE REVENUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MORTBMR LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MORTBMR LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL LI Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL HTC Units</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>Cost Per Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$109.19</td>
</tr>
<tr>
<td>1</td>
<td>$91.44</td>
</tr>
<tr>
<td>2</td>
<td>$64.53</td>
</tr>
</tbody>
</table>

Note: 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.
### 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># of Units</th>
<th># of Bed-rooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>636</td>
<td>1,908</td>
<td>256</td>
<td>61</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
<td>636</td>
<td>3,816</td>
<td>475</td>
<td>61</td>
<td>500</td>
<td>3,000</td>
</tr>
<tr>
<td>TC 60%</td>
<td>19</td>
<td>1</td>
<td>636</td>
<td>12,084</td>
<td>585</td>
<td>61</td>
<td>500</td>
<td>9,500</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2</td>
<td>801</td>
<td>801</td>
<td>308</td>
<td>79</td>
<td>575</td>
<td>1,150</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>2</td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>79</td>
<td>575</td>
<td>1,150</td>
</tr>
</tbody>
</table>

**RENT LIMITS**

<table>
<thead>
<tr>
<th>AMI %</th>
<th>0</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>$369</td>
<td>$395</td>
<td>$474</td>
</tr>
<tr>
<td>40</td>
<td>$492</td>
<td>$527</td>
<td>$632</td>
</tr>
<tr>
<td>50</td>
<td>$615</td>
<td>$658</td>
<td>$790</td>
</tr>
<tr>
<td>60</td>
<td>$738</td>
<td>$790</td>
<td>$948</td>
</tr>
</tbody>
</table>

**Self Score Total:** 111

If a revised form is submitted, date of submission: 3/1/2019
<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>13%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>22%</td>
</tr>
<tr>
<td>TC60%</td>
<td>66%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Housing</th>
<th>Tax Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>13%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>22%</td>
</tr>
<tr>
<td>TC60%</td>
<td>66%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
</tr>
</tbody>
</table>

| HTC Li Total | 32 |
| EO           | 0  |
| MR           | 0  |
| MR Total     | 0  |
| Total HTC Units | 32 |

<table>
<thead>
<tr>
<th>National Housing Trust Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
</tr>
<tr>
<td>HTF Li Total</td>
</tr>
<tr>
<td>MR</td>
</tr>
<tr>
<td>MR Total</td>
</tr>
<tr>
<td>HTF Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bed Rooms</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>28</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mortgage Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
</tr>
<tr>
<td>MRB30%</td>
</tr>
<tr>
<td>MRB40%</td>
</tr>
<tr>
<td>MRB50%</td>
</tr>
<tr>
<td>MRB60%</td>
</tr>
<tr>
<td>MRB70%</td>
</tr>
<tr>
<td>MRB80%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB Li Total</td>
</tr>
<tr>
<td>MRBM</td>
</tr>
<tr>
<td>MRBM Total</td>
</tr>
<tr>
<td>MRB Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direct Loan</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
</tr>
<tr>
<td>40%</td>
</tr>
<tr>
<td>LH/50%</td>
</tr>
<tr>
<td>HH/60%</td>
</tr>
<tr>
<td>HH/80%</td>
</tr>
</tbody>
</table>

| Direct Loan Li Total | 0 |
| EO                  | 0 |
| MR                  | 0 |
| MR Total            | 0 |
| Direct Loan Total   | 0 |

<table>
<thead>
<tr>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Acquisition + Hard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Per Sq Ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points will be entered there.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
</table>

3/1/2019
### Rent Schedule

**Rent Designations (select from Drop down menu):**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>667</td>
<td>2,001</td>
<td>256</td>
<td>71</td>
<td>500</td>
<td>1,500</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>667</td>
<td>4,669</td>
<td>475</td>
<td>71</td>
<td>500</td>
<td>3,500</td>
</tr>
<tr>
<td>TC 60%</td>
<td>22</td>
<td>1</td>
<td>1.0</td>
<td>667</td>
<td>14,674</td>
<td>585</td>
<td>71</td>
<td>500</td>
<td>11,000</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2</td>
<td>1.0</td>
<td>801</td>
<td>801</td>
<td>308</td>
<td>86</td>
<td>575</td>
<td>1,150</td>
</tr>
<tr>
<td>TC 50%</td>
<td>1</td>
<td>2</td>
<td>1.0</td>
<td>801</td>
<td>801</td>
<td>571</td>
<td>86</td>
<td>575</td>
<td>575</td>
</tr>
<tr>
<td>TC 60%</td>
<td>2</td>
<td>2</td>
<td>1.0</td>
<td>801</td>
<td>1,602</td>
<td>703</td>
<td>86</td>
<td>575</td>
<td>1,150</td>
</tr>
</tbody>
</table>

**RENT LIMITS**

<table>
<thead>
<tr>
<th>AMFI %</th>
<th>0</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>$306</td>
<td>$328</td>
<td>$394</td>
</tr>
<tr>
<td>40</td>
<td>$409</td>
<td>$438</td>
<td>$526</td>
</tr>
<tr>
<td>50</td>
<td>$511</td>
<td>$547</td>
<td>$657</td>
</tr>
<tr>
<td>60</td>
<td>$613</td>
<td>$657</td>
<td>$789</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$0.00 per unit/month for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>5.56 per unit/month for:</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
</tr>
<tr>
<td><strong>TOTAL NONRENTAL INCOME</strong></td>
<td>$5.56 per unit/month for:</td>
</tr>
</tbody>
</table>

**POTENTIAL GROSS MONTHLY INCOME**

18,500

** Provision for Vacancy & Collection Loss % of Potential Gross Income: 6.00% (1,110)**

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

**EFFECTIVE GROSS MONTHLY INCOME**

17,390

**EFFECTIVE GROSS ANNUAL INCOME**

208,680

If a revised form is submitted, date of submission: 3/1/2019
## 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>TC20%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>36</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>36</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>32</td>
<td>32</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### MORTGAGE REVENUE

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### BOND

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### DIRECT LOAN

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan MT Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### OTHER

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan MT Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### ACQUISITION + HARD

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>0</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acq Hard</td>
<td>$109.19</td>
<td>0</td>
</tr>
<tr>
<td>Cost Per Sq Ft</td>
<td>$91.69</td>
<td>0</td>
</tr>
<tr>
<td>Cost Per Sq Ft</td>
<td>$64.16</td>
<td>0</td>
</tr>
</tbody>
</table>

\*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.*

3/1/2019
2019 HTC
Full Application

Part 4 Tab 25

Utility Allowances
Applicant must attach documentation to this form 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(k). 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>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RD UA's</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2/1/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</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></td>
<td></td>
<td>$61</td>
<td>$79</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$</td>
<td>$61</td>
<td>$79</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 3/1/2019
### A. CURRENT APPROVED RENTS / UTILITY ALLOWANCE

<table>
<thead>
<tr>
<th>BR SIZE</th>
<th>UNIT TYPE</th>
<th>NUMBER</th>
<th>RENTAL RATES</th>
<th>POTENTIAL INCOME FROM EACH RATE</th>
<th>UTILITY ALLOWANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIC</td>
<td>NOTE RATE</td>
<td>HUD</td>
</tr>
<tr>
<td>1BR</td>
<td>N</td>
<td>26</td>
<td>428</td>
<td>458</td>
<td>0</td>
</tr>
<tr>
<td>1BR</td>
<td>NH</td>
<td>2</td>
<td>428</td>
<td>458</td>
<td>0</td>
</tr>
<tr>
<td>2BR</td>
<td>N</td>
<td>4</td>
<td>482</td>
<td>542</td>
<td>0</td>
</tr>
</tbody>
</table>

CURRENT RENT TOTALS: 166,944 | 179,904 | 0

<table>
<thead>
<tr>
<th>BR SIZE</th>
<th>UNIT TYPE</th>
<th>NUMBER</th>
<th>RENTAL RATES</th>
<th>POTENTIAL INCOME FROM EACH RATE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>BASIC</td>
<td>NOTE RATE</td>
<td>HUD</td>
</tr>
<tr>
<td>1BR</td>
<td>N</td>
<td>26</td>
<td>428</td>
<td>458</td>
<td>0</td>
</tr>
<tr>
<td>1BR</td>
<td>NH</td>
<td>2</td>
<td>428</td>
<td>458</td>
<td>0</td>
</tr>
<tr>
<td>2BR</td>
<td>N</td>
<td>4</td>
<td>482</td>
<td>542</td>
<td>0</td>
</tr>
</tbody>
</table>

PROPOSED RENT TOTALS: 166,944 | 179,904 | 0

### B. PROPOSED RENTS - Effective Date: 01/01/1980

### C. PROPOSED UTILITY ALLOWANCE - Effective Date: 02/01/2019

#### MONTHLY DOLLAR ALLOWANCES

<table>
<thead>
<tr>
<th>BR SIZE</th>
<th>UNIT TYPE</th>
<th>NUMBER</th>
<th>ELECTRIC</th>
<th>GAS</th>
<th>WATER</th>
<th>SEWER</th>
<th>TRASH</th>
<th>OTHER</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td>N</td>
<td>26</td>
<td>61</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>61</td>
</tr>
<tr>
<td>1BR</td>
<td>NH</td>
<td>2</td>
<td>61</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>61</td>
</tr>
<tr>
<td>2BR</td>
<td>N</td>
<td>4</td>
<td>79</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>79</td>
</tr>
</tbody>
</table>
Utility Allowances [§10.614]

Applicant must attach documentation to this form 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(k). 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>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RD UA’s</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2/1/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</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>$71 $86</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td>$ - $71 $86 $ - $ -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

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

3/1/2019
### Part IV - Rent Schedule and Utility Allowance

#### A. Current Approved Rents / Utility Allowance

<table>
<thead>
<tr>
<th>BR Size</th>
<th>Unit Type</th>
<th>Number</th>
<th>Basic Rental Rate</th>
<th>Note Rate</th>
<th>HUD</th>
<th>Basic Income</th>
<th>Note Income</th>
<th>HUD Income</th>
<th>Utility Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td>N</td>
<td>32</td>
<td>404</td>
<td>465</td>
<td>0</td>
<td>155,136</td>
<td>178,560</td>
<td>0</td>
<td>77</td>
</tr>
<tr>
<td>2BR</td>
<td>N</td>
<td>4</td>
<td>442</td>
<td>533</td>
<td>0</td>
<td>21,216</td>
<td>25,584</td>
<td>0</td>
<td>93</td>
</tr>
</tbody>
</table>

Current Rent Totals: 176,352

#### B. Proposed Rents - Effective Date: 01/01/2080

<table>
<thead>
<tr>
<th>BR Size</th>
<th>Unit Type</th>
<th>Number</th>
<th>Basic Rental Rate</th>
<th>Note Rate</th>
<th>HUD</th>
<th>Basic Income</th>
<th>Note Income</th>
<th>HUD Income</th>
<th>Utility Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td>N</td>
<td>32</td>
<td>404</td>
<td>465</td>
<td>0</td>
<td>155,136</td>
<td>178,560</td>
<td>0</td>
<td>77</td>
</tr>
<tr>
<td>2BR</td>
<td>N</td>
<td>4</td>
<td>442</td>
<td>533</td>
<td>0</td>
<td>21,216</td>
<td>25,584</td>
<td>0</td>
<td>93</td>
</tr>
</tbody>
</table>

Proposed Rent Totals: 176,352

#### C. Proposed Utility Allowance - Effective Date: 02/01/2019

<table>
<thead>
<tr>
<th>BR Size</th>
<th>Unit Type</th>
<th>Number</th>
<th>Electric</th>
<th>Gas</th>
<th>Water</th>
<th>Sewer</th>
<th>Trash</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR</td>
<td>N</td>
<td>32</td>
<td>71</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>71</td>
</tr>
<tr>
<td>2BR</td>
<td>N</td>
<td>4</td>
<td>86</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>86</td>
</tr>
</tbody>
</table>

#### Monthly Dollar Allowances

(Please note, details for monthly dollar allowances are not fully visible or legible in the image.)
2019 HTC
Full Application

Part 4 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>$8,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$300</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$100</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>$4,400</td>
</tr>
<tr>
<td>Other training</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $17,500

## Management Fee

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>13.25%</td>
</tr>
</tbody>
</table>

**Management Fee:** $52,224

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$35,764</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$29,060</td>
</tr>
<tr>
<td>Other</td>
<td>$8,156</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $72,980

## 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></td>
</tr>
<tr>
<td>Grounds</td>
<td>$20,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$7,100</td>
</tr>
<tr>
<td>Repairs</td>
<td>$14,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Repairs & Maintenance:** $41,100

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$10,750</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$7,500</td>
</tr>
<tr>
<td>Water/Sewer actials</td>
<td>$9,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other actials</td>
<td></td>
</tr>
</tbody>
</table>

**Total Utilities:** $27,250

## Property Taxes

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate</td>
<td>0.43</td>
</tr>
</tbody>
</table>

**Annual Property Taxes:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$22,600</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Property Taxes:** $22,600

## Reserve for Replacements

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserve per unit</td>
<td>$300</td>
</tr>
</tbody>
</table>

**Total Other Expenses:** $2,720

## TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit</td>
<td>$4061</td>
</tr>
</tbody>
</table>

**Expense to Income Ratio:** 70.07%

**NET OPERATING INCOME (before debt service):** $117,972

## Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sterling</td>
<td>$55,415</td>
</tr>
<tr>
<td>Assumed USDA debt Devine</td>
<td>$18,339</td>
</tr>
<tr>
<td>Assumed USDA debt Pearsall</td>
<td>$20,580</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL DEBT SERVICE:** $94,334

**Debt Coverage Ratio:** 1.25

**NET CASH FLOW:** $23,638
### ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$8,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$300</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$100</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>$4,400</td>
</tr>
<tr>
<td>Other</td>
<td>$2,500</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses</td>
<td>$17,500</td>
</tr>
<tr>
<td>Management Fee: Percent of Effective Gross Income</td>
<td>$52,224</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td></td>
</tr>
<tr>
<td>Management</td>
<td>$35,764</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$29,060</td>
</tr>
<tr>
<td>Other</td>
<td>$8,156</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,980</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td></td>
</tr>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td></td>
</tr>
<tr>
<td>Grounds</td>
<td>$20,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$7,100</td>
</tr>
<tr>
<td>Repairs</td>
<td>$14,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance</td>
<td>$41,100</td>
</tr>
<tr>
<td>Utilities (Enter Only Property Paid Expense)</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$10,750</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$7,500</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$9,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$27,250</td>
</tr>
<tr>
<td>Annual Property Insurance: Rate per net rentable square foot</td>
<td>$0.43 $19,400</td>
</tr>
<tr>
<td>Property Taxes:</td>
<td></td>
</tr>
<tr>
<td>Published Capitalization Rate</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$22,600</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td>Total Property Taxes</td>
<td>$22,600</td>
</tr>
<tr>
<td>Reserve for Replacements: Annual reserves per unit</td>
<td>$300 $20,400</td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
</tr>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$2,720</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td></td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total Other Expenses</td>
<td>$2,720</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td></td>
</tr>
<tr>
<td>Expense per unit</td>
<td>$4061</td>
</tr>
<tr>
<td>Expense to Income Ratio</td>
<td>70.07%</td>
</tr>
<tr>
<td>NET OPERATING INCOME (before debt service)</td>
<td>$117,972</td>
</tr>
<tr>
<td>Annual Debt Service</td>
<td></td>
</tr>
<tr>
<td>Sterling</td>
<td>$55,415</td>
</tr>
<tr>
<td>Assumed USDA debt Devine</td>
<td>$18,339</td>
</tr>
<tr>
<td>Assumed USDA debt Pearsall</td>
<td>$20,580</td>
</tr>
<tr>
<td>TOTAL ANNUAL DEBT SERVICE</td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.25</td>
</tr>
<tr>
<td>NET CASH FLOW</td>
<td>$23,638</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 4/8/19
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses
- Accounting: $4,000
- Advertising: $200
- Legal fees: $100
- Leased equipment: $100
- Postage & office supplies: $1,200
- Telephone: $2,400
- Other: $1,000
- Other: $1,000

Total General & Administrative Expenses: $8,900

### Management Fee:
- Percent of Effective Gross Income: 13.25%
- $24,576

### Payroll, Payroll Tax & Employee Benefits
- Management: $17,000
- Maintenance: $14,500
- Other: $4,156

Total Payroll, Payroll Tax & Employee Benefits: $35,656

### Repairs & Maintenance
- Elevator: $500
- Exterminating: $1,000
- Grounds: $10,000
- Make-ready: $3,000
- Pool: $8,000
- Other: $1,000
- Other: $1,000

Total Repairs & Maintenance: $21,000

### Utilities (Enter Only Property Paid Expense)
- Electric: $4,250
- Natural gas: $1,000
- Trash: $1,500
- Water/Sewer: $7,500
- Other: $300
- Other: $300

Total Utilities: $15,250

### Annual Property Insurance:
- Rate per net rentable square foot: 0.45
- $9,400

### Property Taxes:
- Published Capitalization Rate: 10.00%
- Source: Medina
- Annual Property Taxes: $8,600
- Payments in Lieu of Taxes: $0

Total Property Taxes: $8,600

### Reserve for Replacements:
- Annual reserves per unit: $300
- $9,600

### Other Expenses
- Cable TV: $0
- Supportive Services (Staffing/Contracted Services): $0
- TDHCA Compliance fees ($40/HTC unit): $1,280
- TDHCA Direct Loan Compliance Fees ($34/MDL unit): $0
- TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit): $0
- Bond Trustee Fees: $0
- Security: $0
- Other: $0
- Other: $0

Total Other Expenses: $1,280

### TOTAL ANNUAL EXPENSES
- Expense per unit: $4196
- $134,262

### NET OPERATING INCOME (before debt service)
- $51,200

### Annual Debt Service
- Sterling: $24,013
- Existing USDA debt: $18,339
- TDHCA Bond-Issuer Admin Fee (0.10%): $0

Total Annual Debt Service: $42,352

### NET CASH FLOW
- $8,848

If a revised form is submitted, date of submission: 3/1/2019
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$4,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$100</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other training</td>
<td>$</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$8,900</strong></td>
</tr>
</tbody>
</table>

## Management Fee

<table>
<thead>
<tr>
<th>Percent of Effective Gross Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.25%</td>
<td>$24,576</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>$17,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$14,500</td>
</tr>
<tr>
<td>Other taxes and benefits</td>
<td>$4,156</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$35,656</strong></td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$</td>
</tr>
<tr>
<td>Grounds</td>
<td>$10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$3,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$8,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$21,000</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 actuals</td>
<td>$4,250</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash actuals</td>
<td>$3,500</td>
</tr>
<tr>
<td>Water/Sewer actuals</td>
<td>$7,500</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$15,250</strong></td>
</tr>
</tbody>
</table>

## Property Taxes

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$8,600</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$8,600</strong></td>
</tr>
</tbody>
</table>

## Reserve for Replacements

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$300</td>
</tr>
<tr>
<td><strong>Total Reserve for Replacements:</strong></td>
<td><strong>$9,600</strong></td>
</tr>
</tbody>
</table>

## Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$1,280</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other describe</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$1,280</strong></td>
</tr>
</tbody>
</table>

## TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES:</strong></td>
<td><strong>$134,262</strong></td>
</tr>
</tbody>
</table>

## NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NET OPERATING INCOME:</strong></td>
<td><strong>$51,200</strong></td>
</tr>
</tbody>
</table>

## Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sterling</strong></td>
<td>$24,013</td>
</tr>
<tr>
<td><strong>Existing USDA debt</strong></td>
<td>$18,339</td>
</tr>
<tr>
<td><strong>TDHCA Bond-Issuer Admin Fee (0.10%)</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE</strong></td>
<td><strong>$42,352</strong></td>
</tr>
</tbody>
</table>

## Expense to Income Ratio

- **72.39%**
NET CASH FLOW $8,848

If a revised form is submitted, date of submission:

4/9/2019
### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$4,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$100</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other</td>
<td>$1,500</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$8,600</td>
</tr>
</tbody>
</table>

### Management Fee:
- Percent of Effective Gross Income: 13.25%  
  **$27,648**

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$18,764</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$14,560</td>
</tr>
<tr>
<td>Other</td>
<td>$4,000</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$37,324</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$</td>
</tr>
<tr>
<td>Grounds</td>
<td>$10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$4,100</td>
</tr>
<tr>
<td>Repairs</td>
<td>$6,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$20,100</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>$6,500</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$4,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$1,500</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

### Annual Property Insurance:
- Rate per net rentable square foot: $0.41  
  **$10,000**

### Property Taxes:
- Published Capitalization Rate: 10.00%  
  Source: Frio  
  **$14,000**

### Reserve for Replacements:
- Annual reserves per unit: $300  
  **$10,800**

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$1,440</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only -$25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$1,440</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES
- Expense per unit: $392  
  **$141,912**
- Expense to Income Ratio: **68.00%**

### NET OPERATING INCOME (before debt service):  
**$66,768**

### Total Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sterling</td>
<td>$31,402</td>
</tr>
<tr>
<td>Existing USDA Loan</td>
<td>$20,580</td>
</tr>
<tr>
<td>Total Annual Debt Service</td>
<td>$51,982</td>
</tr>
</tbody>
</table>

### NET CASH FLOW:  
**$14,786**

If a revised form is submitted, date of submission:  
3/1/2019
2019 HTC
Full Application

Part 4 Tab 27

Proforma
### 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>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$415,200</td>
<td>$423,504</td>
<td>$431,974</td>
<td>$440,614</td>
<td>$449,426</td>
<td>$496,202</td>
<td>$547,848</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$4,104</td>
<td>$4,186</td>
<td>$4,270</td>
<td>$4,355</td>
<td>$4,442</td>
<td>$4,905</td>
<td>$5,415</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$419,304</td>
<td>$427,690</td>
<td>$436,244</td>
<td>$444,969</td>
<td>$453,868</td>
<td>$501,107</td>
<td>$553,263</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($25,158)</td>
<td>($25,661)</td>
<td>($26,175)</td>
<td>($26,698)</td>
<td>($27,232)</td>
<td>($30,066)</td>
<td>($33,196)</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>$394,146</td>
<td>$402,029</td>
<td>$410,069</td>
<td>$418,271</td>
<td>$426,636</td>
<td>$471,041</td>
<td>$520,067</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Expense</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>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$52,224</td>
<td>$53,268</td>
<td>$54,334</td>
<td>$55,421</td>
<td>$56,529</td>
<td>$62,413</td>
<td>$68,908</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,980</td>
<td>$75,169</td>
<td>$77,424</td>
<td>$79,747</td>
<td>$82,140</td>
<td>$95,222</td>
<td>$110,389</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,750</td>
<td>$11,073</td>
<td>$11,405</td>
<td>$11,747</td>
<td>$12,099</td>
<td>$14,026</td>
<td>$16,260</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,400</td>
<td>$19,982</td>
<td>$20,581</td>
<td>$21,199</td>
<td>$21,835</td>
<td>$25,313</td>
<td>$29,344</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$22,600</td>
<td>$23,278</td>
<td>$23,976</td>
<td>$24,696</td>
<td>$25,436</td>
<td>$29,488</td>
<td>$34,185</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,960</td>
<td>$26,617</td>
<td>$30,857</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,720</td>
<td>$2,802</td>
<td>$2,886</td>
<td>$2,972</td>
<td>$3,061</td>
<td>$3,549</td>
<td>$4,114</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$276,174</td>
<td>$283,937</td>
<td>$291,922</td>
<td>$300,137</td>
<td>$308,587</td>
<td>$354,616</td>
<td>$407,653</td>
</tr>
</tbody>
</table>

### NET OPERATING 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></td>
<td>$117,972</td>
<td>$118,092</td>
<td>$118,147</td>
<td>$118,134</td>
<td>$118,049</td>
<td>$116,424</td>
<td>$112,414</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<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>First Deed of Trust Annual Loan Payment</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<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>ANNUAL NET CASH FLOW</td>
<td>$23,638</td>
<td>$23,758</td>
<td>$23,813</td>
<td>$23,800</td>
<td>$23,716</td>
<td>$22,091</td>
<td>$18,080</td>
</tr>
</tbody>
</table>

### CUMULATIVE NET CASH FLOW

<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>CUMULATIVE NET CASH FLOW</td>
<td>$23,638</td>
<td>$47,396</td>
<td>$71,210</td>
<td>$95,010</td>
<td>$118,726</td>
<td>$233,242</td>
<td>$333,670</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

|              | 1.25 | 1.25 | 1.25 | 1.25 | 1.25 | 1.23 | 1.19 |

### OTHER (DESCRIBE)

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

Signature, Authorized Representative, Construction or Permanent Lender

Phone:

Printed Name

Email:

Date

Signature, Authorized Representative, Syndicator

Phone:

Printed Name

Date
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></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>$195,600</td>
<td>$199,512</td>
<td>$203,502</td>
<td>$207,572</td>
<td>$211,724</td>
<td>$233,760</td>
<td>$258,090</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$1,700</td>
<td>$1,734</td>
<td>$1,769</td>
<td>$1,804</td>
<td>$1,840</td>
<td>$2,032</td>
<td>$2,243</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$197,300</td>
<td>$201,246</td>
<td>$205,271</td>
<td>$209,376</td>
<td>$213,564</td>
<td>$235,792</td>
<td>$260,333</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($11,838)</td>
<td>($12,075)</td>
<td>($12,316)</td>
<td>($12,563)</td>
<td>($12,814)</td>
<td>($14,148)</td>
<td>($15,620)</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>$185,462</td>
<td>$189,171</td>
<td>$192,955</td>
<td>$196,814</td>
<td>$200,750</td>
<td>$221,644</td>
<td>$244,713</td>
</tr>
</tbody>
</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>$8,900</td>
<td>$9,167</td>
<td>$9,442</td>
<td>$9,725</td>
<td>$10,017</td>
<td>$11,612</td>
<td>$13,462</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$24,576</td>
<td>$25,068</td>
<td>$25,569</td>
<td>$26,080</td>
<td>$26,602</td>
<td>$29,371</td>
<td>$32,428</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$35,656</td>
<td>$36,726</td>
<td>$37,827</td>
<td>$38,962</td>
<td>$40,131</td>
<td>$46,523</td>
<td>$53,933</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$29,371</td>
<td>$32,428</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$4,250</td>
<td>$4,378</td>
<td>$4,509</td>
<td>$4,644</td>
<td>$4,783</td>
<td>$5,545</td>
<td>$6,429</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$11,000</td>
<td>$11,330</td>
<td>$11,670</td>
<td>$12,020</td>
<td>$12,381</td>
<td>$14,353</td>
<td>$16,638</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$9,400</td>
<td>$9,682</td>
<td>$9,972</td>
<td>$10,272</td>
<td>$10,580</td>
<td>$12,265</td>
<td>$14,218</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$8,600</td>
<td>$8,858</td>
<td>$9,124</td>
<td>$9,397</td>
<td>$9,679</td>
<td>$11,221</td>
<td>$13,008</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$9,600</td>
<td>$9,888</td>
<td>$10,185</td>
<td>$10,490</td>
<td>$10,805</td>
<td>$12,526</td>
<td>$14,521</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$1,280</td>
<td>$1,318</td>
<td>$1,358</td>
<td>$1,399</td>
<td>$1,441</td>
<td>$1,670</td>
<td>$1,936</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$134,262</td>
<td>$138,044</td>
<td>$141,935</td>
<td>$145,937</td>
<td>$150,054</td>
<td>$172,486</td>
<td>$198,337</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>$24,013</td>
<td>$24,013</td>
<td>$24,013</td>
<td>$24,013</td>
<td>$24,013</td>
<td>$24,013</td>
<td>$24,013</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
</tr>
<tr>
<td>Third 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>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<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>ANNUAL NET CASH FLOW</td>
<td>$8,848</td>
<td>$8,775</td>
<td>$8,668</td>
<td>$8,525</td>
<td>$8,344</td>
<td>$6,806</td>
<td>$4,024</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$8,848</td>
<td>$17,623</td>
<td>$26,291</td>
<td>$34,816</td>
<td>$43,159</td>
<td>$51,034</td>
<td>$108,109</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

|                     | 1.21 | 1.21 | 1.20 | 1.20 | 1.20 | 1.16 | 1.10 |

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: __________

3/1/2019
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></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>$219,600</td>
<td>$223,992</td>
<td>$228,472</td>
<td>$233,041</td>
<td>$237,702</td>
<td>$262,442</td>
<td>$289,758</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$2,400</td>
<td>$2,448</td>
<td>$2,497</td>
<td>$2,547</td>
<td>$2,598</td>
<td>$2,868</td>
<td>$3,167</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$222,000</td>
<td>$226,440</td>
<td>$230,969</td>
<td>$235,588</td>
<td>$240,300</td>
<td>$265,311</td>
<td>$292,924</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(13,320)</td>
<td>$(13,586)</td>
<td>$(13,858)</td>
<td>$(14,135)</td>
<td>$(14,418)</td>
<td>$(15,919)</td>
<td>$(17,575)</td>
</tr>
<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><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td><strong>$208,680</strong></td>
<td><strong>$212,854</strong></td>
<td><strong>$217,111</strong></td>
<td><strong>$221,453</strong></td>
<td><strong>$225,882</strong></td>
<td><strong>$249,392</strong></td>
<td><strong>$275,349</strong></td>
</tr>
</tbody>
</table>

### EXPENSES

<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>General &amp; Administrative Expenses</td>
<td>$8,600</td>
<td>$8,858</td>
<td>$9,124</td>
<td>$9,397</td>
<td>$9,679</td>
<td>$11,221</td>
<td>$13,008</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$27,648</td>
<td>$28,201</td>
<td>$28,765</td>
<td>$29,340</td>
<td>$29,927</td>
<td>$33,042</td>
<td>$36,481</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$37,324</td>
<td>$38,444</td>
<td>$39,597</td>
<td>$40,785</td>
<td>$42,008</td>
<td>$48,699</td>
<td>$56,456</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$20,100</td>
<td>$20,703</td>
<td>$21,324</td>
<td>$21,964</td>
<td>$22,623</td>
<td>$26,226</td>
<td>$30,403</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$6,500</td>
<td>$6,695</td>
<td>$6,896</td>
<td>$7,103</td>
<td>$7,316</td>
<td>$8,481</td>
<td>$9,832</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$5,500</td>
<td>$5,665</td>
<td>$5,835</td>
<td>$6,010</td>
<td>$6,190</td>
<td>$7,176</td>
<td>$8,319</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$10,000</td>
<td>$10,300</td>
<td>$10,609</td>
<td>$10,927</td>
<td>$11,255</td>
<td>$13,048</td>
<td>$15,126</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$14,000</td>
<td>$14,420</td>
<td>$14,853</td>
<td>$15,298</td>
<td>$15,757</td>
<td>$18,267</td>
<td>$21,176</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$10,800</td>
<td>$11,124</td>
<td>$11,458</td>
<td>$11,801</td>
<td>$12,155</td>
<td>$14,092</td>
<td>$16,336</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$1,440</td>
<td>$1,483</td>
<td>$1,528</td>
<td>$1,574</td>
<td>$1,621</td>
<td>$1,879</td>
<td>$2,178</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td><strong>$141,912</strong></td>
<td><strong>$145,893</strong></td>
<td><strong>$149,988</strong></td>
<td><strong>$154,200</strong></td>
<td><strong>$158,532</strong></td>
<td><strong>$182,131</strong></td>
<td><strong>$209,316</strong></td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td><strong>$66,768</strong></td>
<td><strong>$66,961</strong></td>
<td><strong>$67,123</strong></td>
<td><strong>$67,253</strong></td>
<td><strong>$67,350</strong></td>
<td><strong>$67,261</strong></td>
<td><strong>$66,033</strong></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>$31,402</td>
<td>$31,402</td>
<td>$31,402</td>
<td>$31,402</td>
<td>$31,402</td>
<td>$31,402</td>
<td>$31,402</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
</tr>
<tr>
<td>Third 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><strong>$14,786</strong></td>
<td><strong>$14,979</strong></td>
<td><strong>$15,141</strong></td>
<td><strong>$15,271</strong></td>
<td><strong>$15,368</strong></td>
<td><strong>$15,279</strong></td>
<td><strong>$14,051</strong></td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td><strong>$14,786</strong></td>
<td><strong>$29,765</strong></td>
<td><strong>$44,906</strong></td>
<td><strong>$60,177</strong></td>
<td><strong>$75,545</strong></td>
<td><strong>$152,162</strong></td>
<td><strong>$225,489</strong></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.29</td>
<td>1.29</td>
<td>1.30</td>
<td>1.29</td>
<td>1.27</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: 3/1/2019
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.

**Column 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>A.</th>
<th>B.</th>
<th>C.</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>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Lines 35-37 Hidden**

**Total**

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 3/1/19
2019 HTC
Full Application

Part 4 Tab 29

Site Work Cost 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) 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>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>Rough grading</td>
<td>$10,000.00</td>
<td>1</td>
<td>$10,000.00</td>
<td>included in A/E</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$30,000.00</td>
<td>1</td>
<td>$30,000.00</td>
<td>included in A/E</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$15,000.00</td>
<td>1</td>
<td>$15,000.00</td>
<td>included in A/E</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$25,000.00</td>
<td>1</td>
<td>$25,000.00</td>
<td>included in A/E</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Bumper stops, striping, &amp; signs</td>
<td>$25,000.00</td>
<td>1</td>
<td>$25,000.00</td>
<td>included in A/E</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Internal demo/clearing</td>
<td>$50,000.00</td>
<td>1</td>
<td>$50,000.00</td>
<td>included in A/E</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Total: $155,000

Signature of Registered Engineer: [Signature]
Printed Name: JOSEPH PARSLEY
Date: 2/28/19

If a revised form is submitted, date of submission: [Blank]
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**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>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>Rough grading</td>
<td>$25,000.00</td>
<td>1</td>
<td>$25,000.00</td>
<td>included in A/E</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$25,000.00</td>
<td>1</td>
<td>$25,000.00</td>
<td>included in A/E</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$15,000.00</td>
<td>1</td>
<td>$15,000.00</td>
<td>included in A/E</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$24,000.00</td>
<td>1</td>
<td>$24,000.00</td>
<td>included in A/E</td>
<td>$24,000</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping, &amp; signs</td>
<td>$25,000.00</td>
<td>1</td>
<td>$25,000.00</td>
<td>included in A/E</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Internal demo/clearing &amp; dumpsters</td>
<td>$63,000.00</td>
<td>1</td>
<td>$63,000.00</td>
<td>included in A/E</td>
<td>$63,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total**                                                                                             $177,000

---

**Signature of Registered Engineer:**

2/28/19

**Printed Name:**

JOSHD PARSEY

**Date:**

If a revised form is submitted, date of submission: 

---
Development Cost Schedule
### Development Cost Schedule

**TOTAL DEVELOPMENT SUMMARY**

<table>
<thead>
<tr>
<th></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><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>128,889</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>1,872,604</td>
<td>808,800</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><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$2,001,493</strong></td>
<td><strong>$808,800</strong></td>
</tr>
<tr>
<td><strong>OFF-SITES</strong>^2</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></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></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><strong>Subtotal Off-Sites Cost</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>SITE WORK</strong>^3</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></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>49,000</td>
<td>49,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>internal demo and dumpsters</td>
<td>113,000</td>
<td>113,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td><strong>$332,000</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>99,500</td>
<td>99,500</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>18,500</td>
<td>18,500</td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenity Cost</strong></td>
<td><strong>$128,000</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

---

*Scratch Paper/Notes*

---

**Pine Hills Combined**

---

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>BUILDING COSTS*</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>348,000</td>
<td>348,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>192,000</td>
<td>192,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>181,000</td>
<td>181,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>281,000</td>
<td>281,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>767,500</td>
<td>767,500</td>
</tr>
<tr>
<td>Specialties</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>124,500</td>
<td>124,500</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></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>734,000</td>
<td>734,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>202,000</td>
<td>202,000</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs
- Other (specify) - see footnote 1

<table>
<thead>
<tr>
<th>Subtotal Building Costs Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,940,000</td>
</tr>
</tbody>
</table>

Voluntary Eligible Building Costs (After 11.9(e)(2))* $17.76 psf

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible cost should be entered in line items E33:E74. To score points under §11.9(e)(2) related to Cost of Development per Square Foot, enter a voluntarily limited Building Cost value in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D197:D198.

TOTAL BUILDING COSTS & SITE WORK $3,400,000

(including site amenities)

| Contingency | 9.69% | $329,460 | 329,460 |

TOTAL HARD COSTS $3,729,460

OTHER CONSTRUCTION COSTS %THC %EHC

- General requirements (<6%) 4.89% 182,465 182,465 4.89%
- Field supervision (within GR limit) 1.92% 71,488 71,488 1.92%
- Contractor overhead (<2%) 4.89% 182,465 182,465 4.89%

TOTAL CONTRACTOR FEES $436,419

TOTAL CONSTRUCTION CONTRACT $4,165,879

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))* $17.76 psf

If NOT seeking to score points under §11.9(e)(2), E95:E96 should remain BLANK. True eligible cost should be entered in line items E82 and E86:E90. To score points under §11.9(e)(2) related to Cost of Development per Square Foot, enter a voluntarily limited Hard Cost value in E95:E96 that produces the target cost per square foot in D95:D96. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D197:D198.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>136,000</td>
<td>136,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>42,437</td>
<td>42,437</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>35,730</td>
<td>35,730</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>10,735</td>
<td>10,735</td>
</tr>
<tr>
<td>Appraisal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market analysis</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Soils report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>102,000</td>
<td></td>
</tr>
<tr>
<td>FFE &amp; personal property protection</td>
<td>151,000</td>
<td>151,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>85,028</td>
<td>35,028</td>
</tr>
<tr>
<td>Subtotal Soft Cost</td>
<td>$638,930</td>
<td>$0</td>
</tr>
</tbody>
</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>245,716</td>
<td>245,716</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,265</td>
<td>50,265</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOC plan cost review</td>
<td>11,857</td>
<td>11,857</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>12,142</td>
<td>12,142</td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>7,500</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>10,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</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>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</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>OTHER FINANCING COSTS</td>
<td>Cost (3,000)</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Tax credit fees</td>
<td>34,053</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></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>Refinance (existing loan payoff amt)</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>

<table>
<thead>
<tr>
<th>Subtotal Financing Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$521,533</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$434,980</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEVELOPER FEES</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>150,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>734,338</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Developer Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.00%</td>
</tr>
<tr>
<td>$884,338</td>
</tr>
<tr>
<td>$121,320</td>
</tr>
<tr>
<td>$763,018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESERVES</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Reserves</th>
</tr>
</thead>
<tbody>
<tr>
<td>$404,796</td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL HOUSING DEVELOPMENT COSTS</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8,616,969</td>
</tr>
<tr>
<td></td>
<td>930,120</td>
</tr>
<tr>
<td></td>
<td>5,849,807</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)

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$930,120</td>
<td>5,849,807</td>
</tr>
</tbody>
</table>

**High Cost Area Adjustment (100% or 130%)**

<table>
<thead>
<tr>
<th>Total Adjusted Basis</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$930,120</td>
<td>7,604,749</td>
</tr>
</tbody>
</table>

Applicable Fraction

<table>
<thead>
<tr>
<th>Total Qualified Basis</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8,534,869</td>
<td>7,604,749</td>
</tr>
</tbody>
</table>

Applicable Percentage

<table>
<thead>
<tr>
<th>Credits Supported by Eligible Basis</th>
<th>Cost (3,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$716,238</td>
<td>$31,810</td>
</tr>
<tr>
<td>$684,427</td>
<td></td>
</tr>
</tbody>
</table>

Credit Request (from 17.Development Narrative)

| $716,238 |

Requested Score for 11.9(e)(2)

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

Name of contact for Cost Estimate:  

**Douglas Hamilton**

Phone Number for Contact:  

**417-882-1701**
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></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (If Applicable)</td>
<td></td>
</tr>
<tr>
<td>Acquisition</td>
<td>New/Rehab.</td>
<td></td>
</tr>
</tbody>
</table>

**ACQUISITION**
- Site acquisition cost: $61,806
- Existing building acquisition cost: $881,016
- Closing costs & acq. legal fees: $379,300
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

Subtotal Acquisition Cost: $942,822

**OFF-SITES**
- Off-site concrete: $0
- Storm drains & devices: $0
- Water & fire hydrants: $0
- Off-site utilities: $0
- Sewer lateral(s): $0
- Off-site paving: $0
- Off-site electrical: $0
- Other (specify) - see footnote 1: $0
- Other (specify) - see footnote 1: $0

Subtotal Off-Sites Cost: $0

**SITE WORK**
- Demolition: $10,000
- Asbestos Abatement (Demolition Only): $0
- Detention: $0
- Rough grading: $10,000
- Fine grading: $0
- On-site concrete: $30,000
- On-site electrical: $15,000
- On-site paving: $25,000
- On-site utilities: $0
- Decorative masonry: $0
- Bumper stops, striping & signs: $25,000
- internal demo: $50,000

Subtotal Site Work Cost: $155,000

**SITE AMENITIES**
- Landscaping: $60,000
- Pool and decking: $0
- Athletic court(s), playground(s): $15,000
- Fencing: $0
- po boxes: $5,000

Subtotal Site Amenities Cost: $80,000

| Scratch Paper/Notes | | |

3/1/2019
## BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount Before 11.9(e)(2)</th>
<th>Amount After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>153,000</td>
<td>153,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>95,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>133,000</td>
<td>133,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>324,500</td>
<td>324,500</td>
</tr>
<tr>
<td>Specialties</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>59,500</td>
<td>59,500</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></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>350,000</td>
<td>350,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></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)**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,365,000</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.06 psf</td>
</tr>
</tbody>
</table>

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,600,000</td>
</tr>
</tbody>
</table>

**Contingency**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.69%</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,755,040</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$160,000</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,915,040</td>
</tr>
</tbody>
</table>

**Voluntary Eligible “Hard Costs” (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$109.19 psf</td>
</tr>
</tbody>
</table>

### Notes

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.
<table>
<thead>
<tr>
<th>Category</th>
<th>Soft Costs</th>
<th>Hard Costs</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>64,000</td>
<td>64,000</td>
<td>64,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>23,908</td>
<td>23,908</td>
<td>23,908</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>16,942</td>
<td>16,942</td>
<td>16,942</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>5,176</td>
<td>5,176</td>
<td>5,176</td>
</tr>
<tr>
<td>Appraisal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market analysis</td>
<td>14,118</td>
<td>14,118</td>
<td>14,118</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>7,059</td>
<td>7,059</td>
<td>7,059</td>
</tr>
<tr>
<td>Soils report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>9,412</td>
<td>9,412</td>
<td>9,412</td>
</tr>
<tr>
<td>Marketing</td>
<td>471</td>
<td></td>
<td>471</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>2,353</td>
<td>2,353</td>
<td>2,353</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>2,353</td>
<td>2,353</td>
<td>2,353</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>48,000</td>
<td></td>
<td>48,000</td>
</tr>
<tr>
<td>Bldrs risk &amp; tenant protection</td>
<td>29,896</td>
<td>9,896</td>
<td>29,896</td>
</tr>
<tr>
<td>CNA, FFE, energy audit, personal property</td>
<td>77,648</td>
<td>77,648</td>
<td>77,648</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$301,336</td>
<td>$0</td>
<td>$232,865</td>
</tr>
</tbody>
</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Soft Costs</th>
<th>Hard Costs</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>113,763</td>
<td>113,763</td>
<td>113,763</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>23,950</td>
<td>23,950</td>
<td>23,950</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>23,529</td>
<td>23,529</td>
<td>23,529</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>23,529</td>
<td>23,529</td>
<td>23,529</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>7,059</td>
<td>7,059</td>
<td>7,059</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOC</td>
<td>9,210</td>
<td>9,210</td>
<td>9,210</td>
</tr>
<tr>
<td>Plan cost review</td>
<td>1,882</td>
<td>1,882</td>
<td>1,882</td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Soft Costs</th>
<th>Hard Costs</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>3,250</td>
<td></td>
<td>3,250</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>4,706</td>
<td></td>
<td>4,706</td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Soft Costs</th>
<th>Hard Costs</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$250 fee waiver will be applied to permitting fees.

3/1/2019
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>16,025</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></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>Refinance (existing loan payoff amt)</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><strong>$243,374</strong></td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>75,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>334,519</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>56,895</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees 15.00%</strong></td>
<td><strong>$409,519</strong></td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Reserve Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>88,744</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>25,000</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>62,949</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td><strong>$176,693</strong></td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.*

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS 15.00%</strong></td>
<td><strong>$3,988,784</strong></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)

<table>
<thead>
<tr>
<th>Basis Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td><strong>$436,195</strong></td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td><strong>$436,195</strong></td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td><strong>$3,950,629</strong></td>
</tr>
</tbody>
</table>

#### Applicable Percentage:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td><strong>3.42%</strong></td>
</tr>
<tr>
<td><strong>9.00%</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### Credits Supported by Eligible Basis

<table>
<thead>
<tr>
<th>Percentages</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td><strong>$331,217</strong></td>
</tr>
<tr>
<td><strong>Request for 11.9(e)(2)</strong></td>
<td><strong>$316,299</strong></td>
</tr>
</tbody>
</table>

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

| Score | 12 |

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

Name of contact for Cost Estimate: **Douglas Hamilton**

Phone Number for Contact: **417-882-1701**

If a revised form is submitted, date of submission: **3/1/2019**
### Development Cost Schedule

**Eligible Basis (If Applicable)**

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></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (If Applicable)</td>
</tr>
<tr>
<td>-</td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

#### ACQUISITION

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site acquisition cost</td>
<td>67,083</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>991,588</td>
<td>429,500</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><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,058,671</td>
<td>$429,500</td>
</tr>
</tbody>
</table>

#### OFF-SITES

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<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></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></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><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### SITE WORK

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<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></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>24,000</td>
<td>24,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Internal Demo &amp; Dumpsters</td>
<td>63,000</td>
<td>63,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$177,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

#### SITE AMENITIES

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>39,500</td>
<td>39,500</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>3,500</td>
<td>3,500</td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Po boxes</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$48,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

---

3/1/2019

---

Self Score Total: 12
<table>
<thead>
<tr>
<th>Category</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>195,000</td>
<td>195,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>97,000</td>
<td>97,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>96,000</td>
<td>96,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>148,000</td>
<td>148,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>443,000</td>
<td>443,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>65,000</td>
<td>65,000</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>384,000</td>
<td>384,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>92,000</td>
<td>92,000</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

Detached Community Facilities/Building

Carports and/or Garages

Lead-Based Paint Abatement

Asbestos Abatement (Rehabilitation Only)

Structured Parking

Commercial Space Costs

**Other (specify) - see footnote 1**

---

**Subtotal Building Costs**

Before 11.9(e)(2)

$1,575,000 | $0 | $1,575,000

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

$17.50 psf

---

**TOTAL BUILDING COSTS & SITE WORK**

(including site amenities)

$1,800,000 | $0 | $1,800,000

**Contingency**

9.69% | $174,420 | $174,420

---

**TOTAL HARD COSTS**

$1,974,420 | $0 | $1,974,420

**OTHER CONSTRUCTION COSTS**

%THC | %EHC  |
---|---|
General requirements (<6%) | 6.00% | 118,465 |
| | | 118,465 | 6.00% |
Field supervision (within GR limit) |
Contractor overhead (<2%) | 2.00% | 39,488 |
| | | 39,488 | 2.00% |
G & A Field (within overhead limit) |
Contractor profit (<6%) | 6.00% | 118,465 |
| | | 118,465 | 6.00% |

**TOTAL CONTRACTOR FEES**

$276,418 | $0 | $276,418

---

**TOTAL CONSTRUCTION CONTRACT**

Before 11.9(e)(2)

$2,250,838 | $0 | $2,250,838

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

$109.19 psf | $2,250,838

---

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

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

$17.50 psf

---

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

---

3/1/2019
### SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>72,000</td>
<td>72,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>18,529</td>
<td>18,529</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>18,788</td>
<td>18,788</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>5,559</td>
<td>5,559</td>
</tr>
<tr>
<td>Appraisal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Market analysis</td>
<td>15,882</td>
<td>15,882</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>7,941</td>
<td>7,941</td>
</tr>
<tr>
<td>Soils report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td>10,588</td>
<td>10,588</td>
</tr>
<tr>
<td>Marketing</td>
<td>529</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>2,647</td>
<td>2,647</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>2,647</td>
<td>2,647</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>54,000</td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>79,941</td>
<td>79,941</td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>48,543</td>
<td>18,543</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$337,594</td>
<td>$0</td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>131,953</td>
<td>131,953</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>26,050</td>
<td>26,050</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>26,471</td>
<td>26,471</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>26,736</td>
<td>26,736</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>7,941</td>
<td>7,941</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOC plan cost review</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOC plan cost review</td>
<td>2,647</td>
<td>2,647</td>
</tr>
<tr>
<td><strong>PERMANENT LOAN(S)</strong></td>
<td>10,260</td>
<td>10,260</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>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><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BRIDGE LOAN(S)</strong></td>
<td></td>
<td></td>
</tr>
<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><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$250 fee waiver will be applied to permitting fees.
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>18,028</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></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>18,529</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</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 $278,159

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>75,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>399,819</td>
</tr>
</tbody>
</table>

Subtotal Developer Fees $15.00% $474,819

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>99,433</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>25,000</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td>103,670</td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves $228,103

*Any existing reserve amounts should be listed on the Schedule of Sources.

### TOTAL HOUSING DEVELOPMENT COSTS

- $4,628,184
- $493,925
- $3,146,355

### 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>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$493,925</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td></td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$493,925</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>100%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$4,584,187</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>3.42%</td>
</tr>
</tbody>
</table>

### Credits Supported by Eligible Basis

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Request (from 17.Development Narrative)</td>
<td>385,016</td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)** 12

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

*Name of contact for Cost Estimate: Douglas Hamilton

*Phone Number for Contact: 417-882-1701

If a revised form is submitted, date of submission: 3/1/2019
2019 HTC Full Application

Part 4 Tab 31

Financing Narrative and Summary of Sources and Uses
## Schedule of Sources of Funds and Financing Narrative

*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>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>Sterling</td>
<td>Conventional Loan 5,000,000</td>
<td>$5,000,000</td>
<td>6.00%</td>
<td>1st</td>
</tr>
<tr>
<td>Existing USDA Loan - Devine</td>
<td>$716,238</td>
<td>$1,484,677</td>
<td>$6,015,793</td>
<td>0.84</td>
</tr>
<tr>
<td>Existing USDA Loan - Pearsall</td>
<td>$806,671</td>
<td>$1,036,700</td>
<td>$8,616,969</td>
<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

| Monarch | HTC | $716,238 | $1,484,677 | $6,015,793 | 0.84 |

### Grant

| City Funding | S11.9(d)(2)JPS Contribution | $500 |

### Deferred Developer Fee

| Direct Loan Match | $158,564 |

### Other

| Existing Reserves - Devine | $62,949 |
| Existing Reserves - Pearsall | $103,670 |

| Total Sources of Funds | $6,484,677 |
| Total Uses of Funds | $8,616,969 |
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).

Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments:

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature]
Patrick R. Blassie
Printed Name
Date 2/28/19

Telephone: 314-571-5610
Email address: pat.blassie@sterbank.com
## Schedule of Sources of Funds and Financing Narrative

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>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Sterling</td>
<td>Conventional Loan</td>
<td>$5,000,000</td>
<td>6.00%</td>
<td>1st</td>
<td>$750,000</td>
</tr>
<tr>
<td></td>
<td>Existing USDA Loan - Devine</td>
<td>$718,822</td>
<td>1.00%</td>
<td>2nd</td>
<td>$806,671</td>
</tr>
<tr>
<td></td>
<td>Existing USDA Loan - Pearsall</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

| Monarch               | HTC       | $716,238 | $1,484,677 | $6,015,793 | 0.84 |

### Grant

| City Funding | $11.9(d)(2)LPS Contribution | $500 |

### Deferred Developer Fee

|                      | $158,564 |

### Other

| Direct Loan Match | $62,949 |
| Existing Reserves - Devine | $103,670 |

| Total Sources of Funds | $6,486,677 |
| Total Uses of Funds    | $8,616,969 |
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).

Sterling will be providing construction financing in the form of a construction loan in the amount of $5,000,000 at a rate of 6.00%. Sterling will also provide the permanent financing in the form of a conventional loan. The perm loan will be in the amount of $750,000 at a rate of 6.25% and a term/amortization of 30 years. The existing USDA loans on both properties will be assumed in the amount of $718,822 for Devine and $806,671 for Pearsall. Both of these USDA loans have a 1% rate and are amortized over 50 years with a 30 year term. Monarch will be providing the equity for the project in the total amount of $6,015,793 based on an equity rate of $0.84. The cities of Devine and Pearsall will each provide a fee waiver in the amount of $250. It is currently estimated that $158,664 in developer fee will be deferred.

Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Existing reserves will be assumed in the amount of $62,949 for Devine and $103,670 for Pearsall. Additionally, $166,619 in existing reserves will be required, as well as $188,177 in operating reserves.

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):

Both properties have Rental Assistance.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone:

Email address:
<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>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>Sterling</td>
<td>Conventional Loan</td>
<td>$2,395,000</td>
<td>5.00%</td>
<td>1st</td>
</tr>
<tr>
<td>Assumed USDA debt</td>
<td>USDA/TXRD Loan(s)</td>
<td>$718,822</td>
<td>1.00%</td>
<td>2nd</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$331,222</td>
<td>$695,496</td>
<td>$2,781,983</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Devine</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td>$99,780</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$62,949</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Sources of Funds $3,809,318 $3,988,784
Total Uses of Funds $3,809,318 $3,988,784
**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).

See combined sources and uses for narrative.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status [dates and deadlines] for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: _3/1/2019_
## Pine Hills II Pearsall

### Schedule of Sources of Funds and Financing Narrative

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>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Sterling</td>
<td>Conventional Loan</td>
<td>$2,605,000</td>
<td>6.00%</td>
<td>1st</td>
<td>$425,000</td>
</tr>
<tr>
<td>Assumed USDA Debt</td>
<td>USDA/TXRD Loan(s)</td>
<td>$806,671</td>
<td>1.00%</td>
<td>2nd</td>
<td>$806,671</td>
</tr>
</tbody>
</table>

#### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monarch</td>
<td>HTC</td>
<td>$385,016</td>
<td>$808,453</td>
</tr>
<tr>
<td>Grant</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td></td>
</tr>
</tbody>
</table>

#### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$58,783</td>
</tr>
</tbody>
</table>

#### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Reserves</td>
<td>Direct Loan Match</td>
<td>$103,670</td>
</tr>
</tbody>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>Total Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,220,124</td>
<td>$4,628,184</td>
</tr>
</tbody>
</table>

3/1/2019
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).

See combined sources and uses for financing narrative.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: ________________________________

Email address: ________________________________

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

3/1/2019
Multifamily Direct Loan
Financial Capacity

NA
2019 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan
Match Funds
This Tab is Not Applicable
Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total</th>
<th>111</th>
</tr>
</thead>
</table>

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:
City of Devine and City of Pearsall

- **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.
- **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.
- **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.

**Total Points Claimed:** 1

### 2. Financial Feasibility (§11.9(e)(1))

- **X** 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))

<table>
<thead>
<tr>
<th>Eligibility for points:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
</tbody>
</table>

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
2019 HTC
Full Application

Part 4 Tab 35

Finance Supporting Documents
Supporting Documents Should be Included Behind this Tab

All supporting documents must be consistent with the sources and uses.

- Executed pro forma from permanent or construction lender
- Letter from lender regarding approval of principals (consistent with template)
- Evidence of all permanent and construction financing (term sheets, loan agreements)

**Note:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any gap financing, terms included
- Evidence of any owner contributions, with financial support if required
- Evidence of equity financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from local political subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the development. [QAP §11.9(d)(2)]
- Evidence of rental assistance/subsidy

3/1/2019
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 26, 2019

KEH Development – Texas, LLC
Attn: Ken Hamilton
3556 S. Culpepper, Suite 7
Springfield, MO 65804

RE: Pine Hills Estates
Devine and Pearsall, TX

Dear Mr. Hamilton:

Sterling Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

Construction Bridge Loan Proposal:

Amount: Up to $5,000,000.00

Type: Construction Draw

Term: Not to exceed 18 months

Repayment: Interest monthly on outstanding principal; Balance at maturity

Rate: 6.00% fixed

Origination Fee: 1.00%

Commitment Fee: N/A

Other Fees: Legal - $1,500; Recording - $200

Security: Subject to Program or Agency

A) Assignment of Borrower’s interest in the limited partnership, including but not limited to capital contributions
B) Assignment of General Partner interest in the limited partnership.
Permanent Loan Proposal

**Amount:** $750,000.00

**Type:** 30-year amortization

**Terms:** 30-year term

**Rate:** 6.25%

**Origination Fee:** 1.00%

**Commitment Fee:** N/A

**Security:** First Deed of Trust with assignment of rents on the subject property and improvements to be constructed thereon, legal description to govern.

**Borrower:** Pine Hills Estates, LP

**General Partners:** Pine Hills Estates GP, LLC

**Guarantor(s):** General Partner, Developer and any additional entities or individuals as required by Sterling Bank

**Insurance:** Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount and form satisfactory to Sterling Bank. Said policy shall include an endorsement acceptable to and naming the Bank.

**Title Insurance:** Borrower shall provide to bank a title insurance policy on the properties in an amount and form satisfactory to Sterling Bank. The Bank shall be named in the title policy and the policy shall contain no exceptions not previously approved by the Bank, which in Sterling Bank's opinion shall be considered detrimental to the Bank.

**Closing Documents:** All closing documents are subject to review and approval of Sterling Bank and its attorney's.

**Escrow Disbursement:** All funds shall be disbursed in a form and manner acceptable to Sterling Bank.
Advances Under this Proposed Agreement are Subject to:

1) Credit and economic conditions being acceptable to the Bank on an ongoing basis.
2) Borrower's observance of all requirements stated in this proposal.
3) Borrower's compliance with the provisions of all applicable program loan documents now or hereafter in effect between the Bank, federal and/or state agencies, and borrower.
4) Borrower's compliance with any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Program(s).

Other Conditions:

A) This proposal is non-assignable
B) Full and complete adherence with any and all applicable state and/or federal agencies program rules, regulations and/or requirements.
C) Applicable Credits are syndicated to a company and price acceptable to Sterling Bank: Investment Limited Partner enters Limited Partnership with capital contributions and terms acceptable to Bank
D) Borrower agrees from time to time, upon written request of the Bank to provide current financial statements and current copies of recent Federal income tax returns.
E) Guarantor(s) agree to provide the same financial information as listed above upon written request of Sterling Bank.
F) Subject to Board or Loan Committee Final Approval.
G) Deposit of all project-related reserve accounts at Sterling Bank.
H) Appraisal no greater than 12 months old required prior to close of financing – values to include as-is, as completed and as stabilized with both market-rate and restricted rents.
I) A Phase I environmental review will be required prior to close of financing.
J) Affirmative and negative covenants applicable to the Borrower and which are customary and typical of this transaction will be required.
K) Representations and warranties of Borrower which are customary and typical of this transaction will be required.

Closing Costs: All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees, if any, shall be paid by borrower in advance or at closing.

Acknowledgement of Additional Financing: Sterling Bank acknowledges that in addition to the construction and permanent financing outlined in this document, KEH Development – Texas, LLC is also seeking additional financing sources as included in the attached Schedule of Sources.

This proposal supersedes all prior agreements, conversations and understandings relating to the subject matter hereof. Oral agreements or commitments to loan money, extend credit, or forbear from enforcing repayment of a debt, are not enforceable. The proposal contained herein is the complete and exclusive agreement between the borrower and the Bank. Any change in terms or
conditions subsequent to this proposal must be in writing, signed by an officer of the Bank and acknowledged in writing by the borrower. Sterling Bank reserves the right to withdraw this availability if any of the terms and conditions stated herein is not fulfilled.

This proposal does not constitute and shall not be construed as a formal commitment to lend or provide financing, and it remains in the bank’s sole discretion to lend or provide financing with these terms or others.

Certification:

I have received and reviewed the 15 year pro forma for Pine Hills Estates located in Devine and Pearsall, Texas. The attached pro forma, which has been prepared and executed by an authorized representative of Sterling Bank projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to Sterling Bank’s due diligence review.

Additionally, Sterling Bank has performed a preliminary review of the credit worthiness of Pine Hills Estates, LP and its principals. At this time, Sterling Bank has no reservations with any of the principals of the borrower.

This proposal expires December 31, 2019, unless extended by the Bank in writing.
Sincerely,

Patrick R. Blassie  
Vice President

By signing below and returning one signed copy of this proposal, you hereby accept the above terms and conditions.

Accepted this 28th day of February, 2019

For: KEH Development Texas - LLC

By: Ken Hamilton, Manager
## 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></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>$415,200</td>
<td>$423,504</td>
<td>$431,974</td>
<td>$440,614</td>
<td>$449,426</td>
<td>$496,202</td>
<td>$547,848</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$4,104</td>
<td>$4,186</td>
<td>$4,270</td>
<td>$4,355</td>
<td>$4,432</td>
<td>$4,905</td>
<td>$5,415</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$419,304</td>
<td>$427,690</td>
<td>$436,244</td>
<td>$444,869</td>
<td>$453,868</td>
<td>$501,107</td>
<td>$553,263</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($25,158)</td>
<td>($25,661)</td>
<td>($26,175)</td>
<td>($26,698)</td>
<td>($27,232)</td>
<td>($30,066)</td>
<td>($33,196)</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>$394,146</td>
<td>$402,029</td>
<td>$410,069</td>
<td>$418,271</td>
<td>$426,636</td>
<td>$471,041</td>
<td>$520,067</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>EXPENSE</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>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$52,224</td>
<td>$53,268</td>
<td>$54,334</td>
<td>$55,421</td>
<td>$56,529</td>
<td>$62,413</td>
<td>$68,908</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,980</td>
<td>$75,169</td>
<td>$77,424</td>
<td>$79,747</td>
<td>$82,140</td>
<td>$95,222</td>
<td>$110,389</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,750</td>
<td>$11,073</td>
<td>$11,405</td>
<td>$11,747</td>
<td>$12,099</td>
<td>$14,026</td>
<td>$16,260</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,400</td>
<td>$19,982</td>
<td>$20,581</td>
<td>$21,199</td>
<td>$21,835</td>
<td>$25,313</td>
<td>$29,344</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$22,600</td>
<td>$23,278</td>
<td>$23,976</td>
<td>$24,696</td>
<td>$25,436</td>
<td>$29,488</td>
<td>$34,185</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,960</td>
<td>$26,617</td>
<td>$30,857</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,720</td>
<td>$2,802</td>
<td>$2,886</td>
<td>$2,972</td>
<td>$3,061</td>
<td>$3,549</td>
<td>$4,114</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$276,174</td>
<td>$283,937</td>
<td>$291,922</td>
<td>$300,137</td>
<td>$308,587</td>
<td>$354,616</td>
<td>$407,653</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$117,972</td>
<td>$118,092</td>
<td>$118,147</td>
<td>$118,134</td>
<td>$118,049</td>
<td>$116,424</td>
<td>$112,414</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</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>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</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>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$23,638</td>
<td>$23,758</td>
<td>$23,813</td>
<td>$23,800</td>
<td>$23,716</td>
<td>$22,091</td>
<td>$18,080</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$23,638</td>
<td>$47,396</td>
<td>$71,210</td>
<td>$95,010</td>
<td>$118,726</td>
<td>$233,242</td>
<td>$333,670</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.23</td>
<td>1.19</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</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 are] certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under $11.9(e)(1) relating to Financial Feasibility)

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

**Signature, Authorized Representative, Syndicator**

**Phone:** 314.571.5610  
**Email:** pat.blassie@sterbank.com

---

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

**Printed Name:**  
**Date:** 2/26/19

**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 3% for income and 4% 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>$435,300</td>
<td>$474,580</td>
<td>$416,220</td>
<td>$447,125</td>
<td>$488,363</td>
<td>$518,528</td>
<td>$586,667</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$ 4,104</td>
<td>$ 4,207</td>
<td>$ 4,332</td>
<td>$ 4,420</td>
<td>$ 4,530</td>
<td>$ 5,125</td>
<td>$ 5,799</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$439,404</td>
<td>$478,787</td>
<td>$446,531</td>
<td>$453,545</td>
<td>$482,833</td>
<td>$523,653</td>
<td>$592,466</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($125,152)</td>
<td>($120,787)</td>
<td>($166,432)</td>
<td>($177,098)</td>
<td>($187,370)</td>
<td>($183,419)</td>
<td>($225,348)</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>$314,252</td>
<td>$358,000</td>
<td>$279,099</td>
<td>$276,447</td>
<td>$295,433</td>
<td>$230,234</td>
<td>$367,118</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | | |
| General & Administrative Expenses | $17,750 | $18,625 | $18,566 | $19,123 | $19,696 | $22,834 | $26,470 |
| Management Fee | $ 5,224 | $ 5,308 | $ 5,374 | $ 5,421 | $ 5,494 | $ 6,213 | $ 6,908 |
| Payroll, Payroll Tax & Employee Benefits | $ 7,920 | $ 7,959 | $ 8,030 | $ 8,184 | $ 8,337 | $ 9,222 | $10,382 |
| Repair & Maintenance | $ 41,350 | $ 42,333 | $ 43,409 | $ 44,111 | $ 46,258 | $ 53,826 | $ 62,167 |
| Electric & Gas Utilities | $ 36,750 | $ 37,071 | $ 38,105 | $ 39,935 | $ 43,471 | $ 52,399 | $ 62,565 |
| Water, Sewer & Trash Utilities | $ 16,650 | $ 16,959 | $ 17,269 | $ 18,320 | $ 18,787 | $ 21,529 | $ 24,958 |
| Annual Property Insurance Premiums | $ 16,400 | $ 19,082 | $ 20,581 | $ 21,199 | $ 21,835 | $ 25,313 | $ 29,344 |
| Property Tax | $ 22,600 | $ 23,276 | $ 23,979 | $ 24,694 | $ 25,436 | $ 29,488 | $ 34,185 |
| Reserve for Replacements | $ 20,400 | $ 21,032 | $ 21,642 | $ 22,783 | $ 22,960 | $ 26,537 | $ 30,857 |
| Other Expenses | $ 1,750 | $ 2,802 | $ 2,886 | $ 2,972 | $ 3,061 | $ 3,549 | $ 4,114 |
| TOTAL ANNUAL EXPENSES | $276,174 | $283,937 | $291,922 | $300,137 | $306,857 | $345,634 | $407,653 |
| NET OPERATING INCOME | $137,972 | $126,052 | $108,173 | $99,900 | $93,266 | $89,814 | $87,896 |

| DEBT SERVICE | | | | | | | |
| First Dend of Trust Annual Loan Payment | $55,415 | $55,415 | $55,415 | $55,415 | $55,415 | $55,415 | $55,415 |
| Second Dend of Trust Annual Loan Payment | 18,339 | 18,339 | 18,339 | 18,339 | 18,339 | 18,339 | 18,339 |
| Third Dend of Trust Annual Loan Payment | 20,580 | 20,580 | 20,580 | 20,580 | 20,580 | 20,580 | 20,580 |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | $23,638 | $25,726 | $27,843 | $29,082 | $32,183 | $34,284 | $54,931 |
| CUMULATIVE NET CASH FLOW | $23,638 | $49,367 | $77,211 | $107,192 | $139,135 | $272,303 | $573,441 |
| Debt Coverage Ratio | 1.25 | 1.27 | 1.30 | 1.32 | 1.34 | 1.46 | 1.46 |

By signing below (we) are certifying that the above 15 Year pro formas, 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 $11,966(1) relating to Financial Feasibility)

Patrick R. Blassie
Signature, Authorized Representative, Construction or Permanent Lender
Printed Name: Patrick R. Blassie
Phone: 314-571-5610
Email: pat.blassie@stlbank.com
Date: 4/28/19

Signature, Authorized Representative, Syndicator
Printed Name
Date

Based on previous communication with TDHCA Staff, we are providing our 15 year proforma showing a 2.5% growth rate for income and a 3% growth rate for expenses.

During the 515 loan transfer process, USDA will set the rents at amounts with very little cushion over expenses, debt service and reserve deposits. These properties have USDA Rental Assistance, therefore USDA will approve the rents each year of operation at amounts that cover outlays with very little cash flow. This is done because USDA Rental Assistance is very limited so they perform a very detailed review of projected expenses in order to not provide more rental assistance than is necessary to maintain the property. As such USDA will allow rents to increase at more than 2% if necessary. Because of this the default escalators in the Application do not accurately reflect the financial feasibility of the development.
# Schedule of Sources of Funds and Financing Narrative

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>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></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
<td>Amort -ization</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Sterling</td>
<td>Conventional Loan</td>
<td>$5,000,000</td>
<td>6.00%</td>
<td>1st</td>
</tr>
<tr>
<td>Existing USDA Loan - Devine</td>
<td>$ 718,822</td>
<td>1.00%</td>
<td>50</td>
<td>30</td>
</tr>
<tr>
<td>Existing USDA Loan - Pearsall</td>
<td>$ 806,671</td>
<td>1.00%</td>
<td>50</td>
<td>30</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Monarch</td>
<td>HTC</td>
<td>$ 716,238</td>
<td>$ 1,484,677</td>
</tr>
<tr>
<td>Grant</td>
<td>City Funding</td>
<td>$11.9(d)(2) LPS Contribution</td>
<td>$ 500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$ 158,564</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$ 62,949</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Existing Reserves - Devine</td>
<td>$ 103,670</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$ 6,484,677</td>
<td>$ 8,616,969</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$ 8,616,969</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).** 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).

<table>
<thead>
<tr>
<th>Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**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):**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

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

Patrick R. Blascie

**Printed Name**

**Date**

2/28/19

**Telephone:** 314. 571. 5610

**Email address:** pat.blascie@sterbank.com
February 28, 2019

Mr. Kenneth Hamilton
Pine Hills Estates, LP
3556 S. Culpepper, Suite 7
Springfield, MO 65804

RE: Devine Manor Senior Citizens Housing, Ltd. – Transferors
Pine Hills Estates, LP – Transferee
Devine Manor
Request for Transfer and Assumption

Dear Mr. Hamilton:

This letter is to confirm that you have informed the Agency of your intentions to transfer Devine Manor to Pine Hills Estates, LP.

We are in receipt of the SF 424, "Application for Federal Assistance," Preliminary Assessment Tool, Executive Summary and Form 3560-1, “Application for Partial Release, Subordination, or Consent.” The Agency has not yet reviewed the submitted documentation. When a complete transfer application package is received, we will review the requests for legal and financial feasibility, to include the organizational structure, rents, and ability to maintain the property.

If approved, the transfer will be at new rates, and terms. As of today, our current interest rate is 3.75%, which would be reduced to 1.00% interest credit rate. The term will be 30 years with an amortization period up to 50 years. The Agency is aware that you have applied with Texas Department of Housing and Community Affairs (TDHCA) for tax credit funds.

The Agency is also aware that the property may be seeking Readiness to Proceed points, which would require the transfer to close prior to the last business day of November, 2019. This deadline should be attainable, provided that the Agency has a full and complete application package no later than April 1, 2019. Please note that if the applicant does not seek the Readiness to Proceed points, the full and complete application must be received no later than September 30, 2019. To be considered complete, the full application must be submitted in accordance with HB-3-3560, Attachment 7-B-1, contain all third-party reports, have correct information, and include the Preliminary Assessment Tool.

USDA is an equal opportunity provider, employer, and lender.
If you have any questions regarding the above, please feel free to contact Amanda Ayers, Loan Specialist, at (254) 742-9778 or email at amanda.ayers@tx.usda.gov.

Sincerely,

JONATHAN D. BELL
Multi-Family Housing Program Director

cc: Area Director Guadalupe Valdes, Seguin Area Office
    Fredericksburg Area Office
February 28, 2019

Mr. Kenneth Hamilton  
Pine Hills Estates, LP  
3556 S. Culpepper, Suite 7  
Springfield, MO 65804

RE: **Pearsall Manor Senior** Citizens Housing, Ltd. – Transferors  
Pine Hills Estates, LP – Transferee  
Pearsall Manor  
Request for Transfer and Assumption

Dear Mr. Hamilton:

This letter is to confirm that you have informed the Agency of your intentions to transfer Pearsall Manor to Pine Hills Estates, LP.

We are in receipt of the SF 424, “Application for Federal Assistance,” Preliminary Assessment Tool, Executive Summary and Form 3560-1, “Application for Partial Release, Subordination, or Consent.” The Agency has not yet reviewed the submitted documentation. When a complete transfer application package is received, we will review the requests for legal and financial feasibility, to include the organizational structure, rents, and ability to maintain the property.

If approved, the transfer will be at new rates, and terms. As of today, our current interest rate is 3.75%, which would be reduced to **1.00%** interest credit rate. The term will be **30 years** with an amortization period up to **50 years**. The Agency is aware that you have applied with Texas Department of Housing and Community Affairs (TDHCA) for tax credit funds.

The Agency is also aware that the property may be seeking Readiness to Proceed points, which would require the transfer to close prior to the last business day of November, 2019. This deadline should be attainable, provided that the Agency has a full and complete application package no later than April 1, 2019. Please note that if the applicant does not seek the Readiness to Proceed points, the full and complete application must be received no later than September 30, 2019. To be considered complete, the full application must be submitted in accordance with HB-3-3560, Attachment 7-B-1, contain all third-party reports, have correct information, and include the Preliminary Assessment Tool.

USDA is an equal opportunity provider, employer, and lender.
If you have any questions regarding the above, please feel free to contact Amanda Ayers, Loan Specialist, at (254) 742-9778 or email at amanda.ayers@tx.usda.gov.

Sincerely,

[Signature]

JONATHAN D. BELL
Multi-Family Housing Program Director

cc: Area Director Guadalupe Valdes, Seguin Area Office
    Fredericksburg Area Office
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
Mr. Ken Hamilton
KEH Development-Texas, LLC
3556 S. Culpepper, Suite 7
Springfield, MO 65804

Re: Pine Hills, Sweeny and Hempstead, TX

Mr. Ken Hamilton:

This offer (the “Offer”) is submitted on behalf of Monarch Private Capital, LLC (“MPC”). This Offer is an outline of the principal terms and conditions of an investment MPC, or its identified investor wishes to pursue and is based on the projections provided to MPC by your firm. Should the terms of this Offer be acceptable to you, appropriate documentation setting forth the terms and conditions shall be prepared for review and approval by the parties, including, but not limited to, the Partnership’s partnership agreement.

Project Description

The development of Pine Hills Estates, a project to be located in Devine and Pearsall, TX will be made up of two RD 515 developments consisting of 68 Elderly units (the “Project”).

Investment Entity

Pine Hills Estates, LP, a Texas Limited Partnership (the “Partnership”), with Pine Hills Estates GP, LLC as General Partner with a .01% ownership interest in the Partnership, and MPC or its designated affiliate as Limited Partner with a 99.99% ownership interest in the Partnership.

Eligible Annual Housing Credit Request Amount

Federal – $716,238

Total Housing Credit Allocation for Investment

The Partnership expects to receive Federal LIHTC’s in the amount of $716,238 per year, for a total of $7,162,380 over the 10-year credit period (the “Credit Period”) allocated to the 99.99% Limited Partner, for a Total Housing Credit Allocation for Investment in the amount of $7,161,663 ($716,238 x 99.99% x 10).

Credit Price

Federal - $0.84
MPC Total Capital Contribution $6,015,793

MPC Installment Schedule

MPC equity will be funded according to the following schedule:

1. 15% ($902,369) of total equity shall be paid at Closing
2. 25% ($1,503,948) of total equity shall be paid at Completion projected at November 1, 2020
3. 55% ($3,308,686) of total equity shall be paid at Stabilization projected at March 1, 2021
4. 5% ($300,790) of total equity shall be paid upon the receipt of 8609’s projected at May 1, 2021

Reserves

The Partnership shall establish and maintain an operating deficit reserve of at least $188,000 and annual replacement reserve at such levels as the parties shall reasonably agree as part of the definitive agreement.

Asset Management Fee and Due Diligence Fee

Commencing with the first year of the Credit Period, the Partnership shall pay MPC an annual asset management fee of $2,500 escalating at 3% per year to cover its administrative, financial and tax expenses with respect to the Partnership and the Project. Each year the asset management fee shall be paid by December 31. The asset management fee will be subordinate to any deferred developer fee and will accumulate if not paid annually.

A Due Diligence Fee of $35,000 will be due to MPC at closing

Additional Credits

If TDHCA allocates more Housing Credits than noted above, MPC will provide additional equity in exchange for the additional credits that are determined to be eligible based on the final cost certification at the Credit Price noted above. The additional equity may be used to reduce the deferred developer fee which is currently projected to be $158,564.

Proforma and Sponsorship

The attached 15-year pro forma was prepared by the Applicant for Pine Hills Estates located in Sweeny and Hempstead, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on MPC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.
Other sources of funds contemplated are as follows:

USDA – Assumption of the RD 515 loan in the amount of $1,525,493 with an effective interest rate of 1% and at term/am of 30/50 years.

Sterling Bank – Construction loan of $5,000,000 with an interest rate of 6% and an 18 month term. Permanent Loan of $750,000 with an interest rate of 6.25% and a term/am of 30/30 years.

Replacement Reserve funds transferred with the Properties of $166,619

City waived permit fees of $500

We have performed a preliminary review of the credit worthiness of [Pine Hills Estates, L.P. and its Principals. At this time, MPC has no reservations 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.

This Offer may be executed in any number of counterparts, each of which shall be deemed an original as against any party who signed such counterpart, and all of which together constitute one and the same instrument.

[Signatures on the following page]
We greatly appreciate your interest in working with MPC.
If these terms are agreeable to you, please execute and return one copy.

Very truly yours,
Monarch Private Capital, LLC

By: [Signature]
Brent Barringer, Managing Director

Accepted and Agreed to this 28th day of February, 2019.

KEH Development-Texas, LLC (Developer)

By: [Signature]
Ken Hamilton, Manager
### INCOME YEAR 1 YEAR 2 YEAR 3 YEAR 4 YEAR 5 YEAR 10 YEAR 15

<table>
<thead>
<tr>
<th>Description</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>$415,200</td>
<td>$423,504</td>
<td>$431,974</td>
<td>$440,614</td>
<td>$449,426</td>
<td>$496,202</td>
<td>$547,848</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$4,104</td>
<td>$4,186</td>
<td>$4,270</td>
<td>$4,355</td>
<td>$4,442</td>
<td>$4,905</td>
<td>$5,415</td>
</tr>
<tr>
<td><strong>Potential Gross Annual Income</strong></td>
<td>$419,304</td>
<td>$427,690</td>
<td>$436,244</td>
<td>$444,969</td>
<td>$453,868</td>
<td>$501,107</td>
<td>$553,263</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($25,158)</td>
<td>($25,661)</td>
<td>($26,175)</td>
<td>($26,698)</td>
<td>($27,232)</td>
<td>($30,066)</td>
<td>($33,196)</td>
</tr>
<tr>
<td><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$394,146</td>
<td>$402,029</td>
<td>$410,069</td>
<td>$418,271</td>
<td>$426,636</td>
<td>$471,041</td>
<td>$520,067</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Description</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>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$52,224</td>
<td>$53,268</td>
<td>$54,334</td>
<td>$55,421</td>
<td>$56,529</td>
<td>$62,413</td>
<td>$68,908</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,980</td>
<td>$75,169</td>
<td>$77,424</td>
<td>$79,747</td>
<td>$82,140</td>
<td>$95,222</td>
<td>$110,389</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,980</td>
<td>$75,169</td>
<td>$77,424</td>
<td>$79,747</td>
<td>$82,140</td>
<td>$95,222</td>
<td>$110,389</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,750</td>
<td>$11,073</td>
<td>$11,405</td>
<td>$11,747</td>
<td>$12,099</td>
<td>$14,026</td>
<td>$16,260</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,750</td>
<td>$11,073</td>
<td>$11,405</td>
<td>$11,747</td>
<td>$12,099</td>
<td>$14,026</td>
<td>$16,260</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,400</td>
<td>$19,982</td>
<td>$20,581</td>
<td>$21,199</td>
<td>$21,835</td>
<td>$25,313</td>
<td>$29,344</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,400</td>
<td>$19,982</td>
<td>$20,581</td>
<td>$21,199</td>
<td>$21,835</td>
<td>$25,313</td>
<td>$29,344</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$22,600</td>
<td>$23,278</td>
<td>$23,976</td>
<td>$24,696</td>
<td>$25,436</td>
<td>$29,488</td>
<td>$34,185</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,960</td>
<td>$26,617</td>
<td>$30,857</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,720</td>
<td>$2,802</td>
<td>$2,886</td>
<td>$2,972</td>
<td>$3,061</td>
<td>$3,549</td>
<td>$4,114</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$276,174</td>
<td>$283,937</td>
<td>$291,922</td>
<td>$300,137</td>
<td>$308,587</td>
<td>$354,616</td>
<td>$407,653</td>
</tr>
<tr>
<td><strong>Net Operating Income</strong></td>
<td>$117,972</td>
<td>$118,092</td>
<td>$118,147</td>
<td>$118,134</td>
<td>$118,049</td>
<td>$116,424</td>
<td>$112,414</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</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>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
<td>18,339</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
<td>20,580</td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$23,638</td>
<td>$23,758</td>
<td>$23,813</td>
<td>$23,800</td>
<td>$23,716</td>
<td>$22,091</td>
<td>$18,080</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$23,638</td>
<td>$47,396</td>
<td>$71,210</td>
<td>$95,010</td>
<td>$118,726</td>
<td>$233,242</td>
<td>$333,670</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.25</td>
<td>1.23</td>
<td>1.19</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)
### 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>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$415,200</td>
<td>$425,580</td>
<td>$436,220</td>
<td>$447,125</td>
<td>$458,303</td>
<td>$518,528</td>
<td>$586,667</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$4,104</td>
<td>$4,107</td>
<td>$4,112</td>
<td>$4,120</td>
<td>$4,132</td>
<td>$4,145</td>
<td>$4,177</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($25,158)</td>
<td>($25,787)</td>
<td>($26,333)</td>
<td>($27,000)</td>
<td>($27,600)</td>
<td>($31,419)</td>
<td>($35,548)</td>
</tr>
<tr>
<td>Check 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>$394,146</td>
<td>$403,999</td>
<td>$414,099</td>
<td>$424,452</td>
<td>$435,063</td>
<td>$492,234</td>
<td>$556,918</td>
</tr>
</tbody>
</table>

### EXPENSES

<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>General &amp; Administrative Expenses</td>
<td>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$52,224</td>
<td>$53,268</td>
<td>$54,334</td>
<td>$55,421</td>
<td>$56,529</td>
<td>$62,413</td>
<td>$68,908</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,980</td>
<td>$75,169</td>
<td>$77,424</td>
<td>$79,747</td>
<td>$82,140</td>
<td>$95,222</td>
<td>$110,389</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$4,100</td>
<td>$4,112</td>
<td>$4,120</td>
<td>$4,127</td>
<td>$4,145</td>
<td>$4,165</td>
<td>$4,185</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,750</td>
<td>$11,073</td>
<td>$11,405</td>
<td>$11,747</td>
<td>$12,099</td>
<td>$14,026</td>
<td>$16,264</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,050</td>
<td>$18,571</td>
<td>$21,292</td>
<td>$25,123</td>
<td>$30,245</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$19,400</td>
<td>$19,982</td>
<td>$20,584</td>
<td>$21,199</td>
<td>$21,835</td>
<td>$25,508</td>
<td>$30,245</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$22,600</td>
<td>$23,278</td>
<td>$23,976</td>
<td>$24,696</td>
<td>$25,436</td>
<td>$29,488</td>
<td>$34,185</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,962</td>
<td>$26,617</td>
<td>$30,857</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,720</td>
<td>$2,802</td>
<td>$2,886</td>
<td>$2,972</td>
<td>$3,061</td>
<td>$3,549</td>
<td>$4,114</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$276,174</td>
<td>$283,937</td>
<td>$291,922</td>
<td>$300,137</td>
<td>$308,587</td>
<td>$334,871</td>
<td>$407,634</td>
</tr>
</tbody>
</table>

### NET OPERATING 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>$117,972</td>
<td>$120,062</td>
<td>$122,177</td>
<td>$124,315</td>
<td>$126,477</td>
<td>$127,618</td>
<td>$149,205</td>
<td></td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<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>First Deed of Trust Annual Loan Payment</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
<td>$55,415</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
<td>$18,339</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
<td>$20,580</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<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>$23,638</td>
<td>$25,729</td>
<td>$27,845</td>
<td>$28,942</td>
<td>$30,000</td>
<td>$31,067</td>
<td>$34,284</td>
<td>$44,351</td>
</tr>
</tbody>
</table>

### CUMULATIVE NET CASH FLOW

<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>$23,638</td>
<td>$49,367</td>
<td>$77,211</td>
<td>$107,152</td>
<td>$139,335</td>
<td>$172,602</td>
<td>$327,903</td>
<td>$573,441</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

|                      | 1.25         | 1.27         | 1.30         | 1.32         | 1.34         | 1.46         | 1.58         |

### Other (Describe)

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

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

Brent Barringer

**Printed Name**

**Date**

02/28/19

**Signature, Authorized Representative, Syndicator**

Brent Barringer

**Printed Name**

**Date**

02/28/19

**Phone:**

**Email:**

Based on previous communication with TDHCA Staff, we are providing our 15 year proforma showing a 2.5% growth rate for income and a 3% growth rate for expenses.

During the 515 loan transfer process, USDA will set the rents at amounts with very little cushion over expenses, debt service and reserve deposits. These properties have USDA Rental Assistance, therefore USDA will approve the rents each year of operation at amounts that cover outlays with very little cash flow. This is done because USDA Rental Assistance is very limited so they perform a very detailed review of projected expenses in order to not provide more rental assistance than is necessary to maintain the property. As such USDA will allow rents to increase at more than 2% if necessary. Because of this the default escalators in the Application do not accurately reflect the financial feasibility of the development.
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
February 19, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #19356 (Pine Hills Estates)

Dear Ms. Gamble:

I am writing this letter to confirm the contribution of development funding by the City of Devine for the Pine Hills Estates I development. Pine Hills Estates I will consist of the acquisition and substantial rehabilitation of the existing senior apartment community known as Devine Manor Senior Citizens, which is located at 112 Dixon Drive, Devine, Texas 78016.

As a show of support for the proposed development, the City of Devine will contribute $250 in the form of waived building and/or permit fees. This funding is for the benefit of the Pine Hills Estates I.

Sincerely,

[Signature]
William L. Herring
Mayor
February 19, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #19356 (Pine Hills Estates)

Dear Ms. Gamble:

I am writing this letter to confirm the contribution of development funding by the City of Pearsall for the Pine Hills Estates II development. Pine Hills Estates II will consist of the acquisition and substantial rehabilitation of the existing senior apartment community known as Pearsall Manor Apartments, which is located at 600 Berry Ranch Road, Pearsall TX 78061

As a show of support for the proposed development, the City of Pearsall will contribute $250 in the form of waived building and/or permit fees. This funding is for the benefit of the Pine Hills Estates II.

Sincerely,

[Signature]

By: [Signature]
Title: [Name]

cc: kg, cj
Files
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance
CASE NO. 50-063-856187030
PROJECT NO. 022

This Agreement is effective on the 1st day of September 2009 between Devine Manor Senior Citizens, Ltd. and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521(a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the parties agree as follows:

Section 1 The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located at 112 Dixon Dr., Devine, TX 78016

and known as Devine Manor Senior Apartments consisting of 32 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

Section 2 The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

Section 3 Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

Section 4 In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

Section 5 Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

Section 6 Provisions Applicable if the Borrower is a Cooperative -

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree that upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the collection.
Section 7 Renegotiation, Modification, Transfer, and Termination

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults on any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8 Term of Agreement and Condition for Termination

(a) This Agreement and its attachments, and any additional rental assistance will expire one (1) year from September 1, 2009, unless the funds are fully expended prior to that time, or unless earlier suspended, transferred, or terminated according to section 7 of this agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen MIBI will be attached to and become a part of this Agreement.

Section 9 Special Conditions - The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55 to this Agreement and that it becomes a part thereof, and may be identified in section 10 below.

(Borrower)
DEVINE MANOR SENIOR CITIZENS, LTD.

By: ______________________________________________________________________

RURAL HOUSING SERVICE

Scooter Brockette, Housing Programs Director

Date SEP 2 9 2009

Section 10 Record of Attachments for RD 3560-51 (Part III) or RD 3560-55

| AGREEMENT # | 0 | 9 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 8 | 5 | 2 | 8 | 4 | 0 | 0 |
| AGREEMENT # | 1 | 0 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 8 | 5 | 2 | 8 | 4 | 0 | 0 |
| AGREEMENT # | 1 | 0 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 8 | 5 | 2 | 8 | 4 | 0 | 0 |
| AGREEMENT # | 1 | 5 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 8 | 7 | 4 | 9 | 2 | 0 | 0 |
| AGREEMENT # | 1 | 6 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 8 | 4 | 2 | 8 | 0 | 0 | 0 |
| AGREEMENT # | 1 | 7 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 6 | 3 | 1 | 2 | 1 | 0 | 0 |
| AGREEMENT # | 1 | 8 | - | 0 | 1 | - | 0 | 0 | # UNIT | 0 | 2 | 3 | $ 6 | 8 | 4 | 7 | 6 | 0 | 0 |
| AGREEMENT # | | - | - | - | - | - | - | - | # UNIT | | | | | | | | | |
| AGREEMENT # | | - | - | - | - | - | - | - | # UNIT | | | | | | | | | |
| AGREEMENT # | | - | - | - | - | - | - | - | # UNIT | | | | | | | | | |
| AGREEMENT # | | - | - | - | - | - | - | - | # UNIT | | | | | | | | | |
This Agreement is effective on the 1st day of AUGUST 2011 between PEARSALL MANOR SENIOR CITIZENS HSG., LTD. and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521(a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), “Multiple Housing Obligation-Fund Analysis,” or RD 3560-55, “Multiple Family Housing Transfer of Rental Assistance,” for the project located at 600 BERRY RANCH RD., PEARSALL, TX 78061 and known as PEARSALL MANOR SENIOR CITIZENS HSG., LTD. consisting of 36 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3600-8, “Tenant Certification.” Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants’ incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

**Section 6** **Provisions Applicable if the Borrower is a Cooperative**

When the Borrower is a Cooperative:

(a) The term “tenant or occupant” will include a member of a cooperative. The term “household contribution” or “rent” will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree that upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

---

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 13 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the collection.
Section 7  Renegotiation, Modification, Transfer, Termination -

(a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.

(b) If the borrower defaults on any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.

(c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

Section 8  Term of Agreement and Condition for Termination -

(a) This Agreement and its attachments, and any additional rental assistance will expire one (1) years from August 10, 2011 unless the funds are fully expended prior to that time, or unless earlier suspended, transferred, or terminated according to section 7 of this agreement.

(b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

Section 9  Special Conditions - The borrower agrees that RD may attach a fully executed Form RD 3560-51 (Part III) or RD 3560-55 to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

RURAL HOUSING SERVICE

By: ________________________________

Soocte Brockett, Housing Programs Director

Date: AUG 10 2011

Section 10  Record of Attachments For RD 3560-51 (Part III) or RD 3560-55

<table>
<thead>
<tr>
<th>AGREEMENT #</th>
<th>UNITS</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>11-01-03</td>
<td>032</td>
<td>11865600</td>
</tr>
<tr>
<td>13-01-00</td>
<td>032</td>
<td>11865600</td>
</tr>
<tr>
<td>15-01-00</td>
<td>032</td>
<td>11865600</td>
</tr>
<tr>
<td>16-01-00</td>
<td>032</td>
<td>11865600</td>
</tr>
<tr>
<td>17-01-00</td>
<td>032</td>
<td>11865600</td>
</tr>
<tr>
<td>18-01-00</td>
<td>032</td>
<td>11865600</td>
</tr>
<tr>
<td>19-01-00</td>
<td></td>
<td>11865600</td>
</tr>
<tr>
<td>20-01-00</td>
<td></td>
<td>11865600</td>
</tr>
<tr>
<td>21-01-00</td>
<td></td>
<td>11865600</td>
</tr>
</tbody>
</table>
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - No. If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - No. If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - No. The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     
     | Ownership Interest: | **CANNOT BE LESS THAN 5%** (Not required for HUB of HUD 202 Rehabilitation projects.) |
     | Cash flow from operations: | **CANNOT BE LESS THAN 5%** |
     | Developer Fee: | **CANNOT BE LESS THAN 5%** |
     | **Total:** | **0.00%** (Must equal at least 50% regardless of structure) |

   - The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - A detailed narrative describing how that material participation will be achieved is included.
   - The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - A detailed narrative describing experience in each category is included.

   Mark all that apply:
   - Property Management
   - Construction
   - Development
   - Financing
   - Compliance

   - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** **0**

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.
   - 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:** **0**
NP or HUB evidence
This Tab is Not Applicable
2019 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation
Statements
This Tab is Not Applicable
2019 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

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 the date of submission!
Organizational Chart -- Ownership Entity

Pine Hills Estates, LP

Pine Hills Estates GP, LLC
- General Partner
  - .01%

KEH Development - Texas, LLC
- 100%

Kenneth E. Hamilton
- 100%
  - Ability to Exercise Control

Syndicator
- Limited Partner
  - 99.99%
KEH Development - Texas, LLC
100%

Kenneth E. Hamilton
100%
Ability to Exercise Control
2019 HTC
Full Application

Part 5 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 any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of “Control” has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Applicant Legal Name: Pine Hills Estates, LP
Address: 3556 S. Culpepper, Ste 7 City: Springfield State: MO Zip: 65804
Name(s) of Entities the Organization Owns or Controls: 100% Development Owner
Organization legally formed? No Date formed: TBF Legal Org is or will be: Limited Partnership
Previous TDHCA Experience? No Phone: (417) 882-1701 Email: jgarcia@hamiltoncorporation.com

Organization Legal Name: Pine Hills Estates GP, LLC
Address: 3556 S. Culpepper, Ste 7 City: Springfield State: MO Zip: 65804
Name(s) of Entities the Organization Owns or Controls: 01% of Pine Hills Estates, LP
Organization legally formed? No Date formed: TBF Legal Org is or will be: Limited Liability Company
Previous TDHCA Experience? No Phone: 4178821701 Email: jgarcia@hamiltoncorporation.com
Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:
1. KEH Development- Texas, LLC TDBHCA Experience: Yes
2. NA
3. TDBHCA Experience: 
4. TDBHCA Experience: 
5. TDBHCA Experience: 
6. TDBHCA Experience: 

Organization Legal Name: KEH Development- Texas, LLC
Address: 3556 S. Culpepper, Ste 7 City: Springfield State: MO Zip: 65804
Name(s) of Entities the Organization Owns or Controls: 100% of Pine Hills Estates GP, LLC, 100% Co-Developer, 100% Guarantor
Organization legally formed? Yes Date formed: 2/7/2019 Legal Org is or will be: Limited Liability Company
Previous TDHCA Experience? Yes Phone: 4178821701 Email: jgarcia@hamiltoncorporation.com
Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:
1. Kenneth E. Hamilton TDBHCA Experience: Yes
2. NA
3. TDBHCA Experience: 
4. TDBHCA Experience: 
5. TDBHCA Experience: 
6. TDBHCA Experience: 

Organization Legal Name: NA
Address: 
Name(s) of Entities the Organization Owns or Controls: 
Organization legally formed? Date formed: Legal Org is or will be: 
Previous TDHCA Experience? Phone: Email: 
Organization is identified on Org. Chart: Ability to exercise Control over the Development? 

List of Sub-Entities or Principals:
1. TDBHCA Experience: 
2. TDBHCA Experience: 
3. TDBHCA Experience: 
4. TDBHCA Experience: 
5. TDBHCA Experience: 
6. TDBHCA Experience: 

3/1/2019
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:
- Pine Hills Estates, LP
- Pine Hills Estates GP, LLC

Email Address: keh@hamiltoncorporation.com

City & State of Home Addr: Springfield, Missouri

Applicant Legal Name: Pine Hills Estates, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, 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

<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>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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

<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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIHEAP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFDC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PWD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBRA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SFD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AYBR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bootstrap</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFDC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-Help</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NSP</td>
<td></td>
<td></td>
<td></td>
<td></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:**

- Kenneth E. Hamilton
- KEH Development - Texas, LLC

**Email Address:** keh@hamiltoncorporation.com

**City & State of Home Addr:** Springfield, Missouri

**Applicant Legal Name:** Pine Hills Estates, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, 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

<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>94166</td>
<td>Bogota Senior Apartments</td>
<td>Bogota</td>
<td>USDA/TDHCA</td>
<td>Jul-95</td>
<td>Continuing</td>
</tr>
<tr>
<td>91067</td>
<td>Clarksville Senior Apartments</td>
<td>Clarksville</td>
<td>USDA/TDHCA</td>
<td>Jan-93</td>
<td>Continuing</td>
</tr>
<tr>
<td>91068</td>
<td>DeKalb Senior Apartments</td>
<td>DeKalb</td>
<td>USDA/TDHCA</td>
<td>Nov-92</td>
<td>Continuing</td>
</tr>
<tr>
<td>70050</td>
<td>Detroit Apartments</td>
<td>Detroit</td>
<td>USDA/TDHCA</td>
<td>Oct-91</td>
<td>Continuing</td>
</tr>
<tr>
<td>70049</td>
<td>HLM Red River Apartments</td>
<td>Clarksville</td>
<td>USDA/TDHCA</td>
<td>Feb-91</td>
<td>Continuing</td>
</tr>
<tr>
<td>92154</td>
<td>Mt. Pleasant Senior Apartments</td>
<td>Mt. Pleasant</td>
<td>USDA/TDHCA</td>
<td>May-93</td>
<td>Jul-16</td>
</tr>
<tr>
<td>93137</td>
<td>Rusk Senior Apartments</td>
<td>Rusk</td>
<td>USDA/TDHCA</td>
<td>May-94</td>
<td>Jul-16</td>
</tr>
<tr>
<td>92164</td>
<td>Troup Senior Apartments</td>
<td>Troup</td>
<td>USDA/TDHCA</td>
<td>Oct-93</td>
<td>Jul-16</td>
</tr>
<tr>
<td>99021</td>
<td>Alvarado Senior Apartments</td>
<td>Alvarado</td>
<td>USDA/TDHCA</td>
<td>Jan-01</td>
<td>Oct-18</td>
</tr>
<tr>
<td>94167</td>
<td>McGregor Senior Apartments</td>
<td>McGregor</td>
<td>USDA/TDHCA</td>
<td>Sep-95</td>
<td>Sep-18</td>
</tr>
<tr>
<td>15237</td>
<td>TRM Senior Apts</td>
<td>Rusk, Troup, Mt Pleasant</td>
<td>USDA/TDHCA</td>
<td>15-Jul</td>
<td>Continuing</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

<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>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/QCI:</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>
Nonprofit Participation

NA
2019 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2019 HTC
Full Application

Part 5 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>KEH Development - Texas, LLC</th>
<th>Kenneth Hamilton</th>
<th>(417) 883-7887</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:rent@hamiltoncorporation.com">rent@hamiltoncorporation.com</a></td>
<td>TBD</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>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Hamilton Builders, LLC</th>
<th>Hamilton Builders, LLC</th>
<th>(417) 882-1701</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:douglashamilton@hamiltoncorporation.com">douglashamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
<td>46-4539205</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>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>TBD</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td></td>
<td>Certified Texas HUB?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Hamilton Builders, LLC</th>
<th>Hamilton Builders, LLC</th>
<th>(417) 882-1701</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:douglashamilton@hamiltoncorporation.com">douglashamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
<td>46-4539205</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>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Architect:

<table>
<thead>
<tr>
<th>Blackledge &amp; Associates</th>
<th>Larry K. Blackledge</th>
<th>(405) 848-2862</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:larry@blackledgearchitects.com">larry@blackledgearchitects.com</a></td>
<td>TBD</td>
<td>73-0781265</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>No</td>
<td></td>
</tr>
</tbody>
</table>

3/1/2019
### Engineer:

<table>
<thead>
<tr>
<th>N/A - (service included with Architect)</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* |  |

### Civil Engineer:

<table>
<thead>
<tr>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* |  |

### Market Analyst:

<table>
<thead>
<tr>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* |  |

### Appraiser:

<table>
<thead>
<tr>
<th>Gill Group</th>
<th>Samuel T. Gill</th>
<th>(573) 624-6614</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Contact Name)</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Attorney:

<table>
<thead>
<tr>
<th>Shackelford, Bowen, McKinley &amp; Norton, LLP</th>
<th>John Shackelford</th>
<th>(214) 780-1400</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Contact Name)</td>
<td>(Phone)</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jshackelford@shackelfordlaw.com">jshackelford@shackelfordlaw.com</a></td>
<td>TBD</td>
<td>75-2967456</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Accountant:

<table>
<thead>
<tr>
<th>Tidwell Group</th>
<th>Brent L. Barringer</th>
<th>(205) 271-5543</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Contact Name)</td>
<td>(Phone)</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:brent.barringer@tidwellgroup.com">brent.barringer@tidwellgroup.com</a></td>
<td>TBD</td>
<td>27-1490692</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No |
This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |
<table>
<thead>
<tr>
<th>Role</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Manager: Hamilton Properties</td>
<td>J. Ryan Hamilton</td>
<td>(417) 882-1701</td>
<td><a href="mailto:ryanhamilton@hamiltoncorporation.com">ryanhamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
<td>43-1556825</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Originator of Underwriter:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond Issuer: NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndicator: TBD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive Services Provider: NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive Services Provider: TBD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supportive Services Provider: NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3/1/2019
<table>
<thead>
<tr>
<th>Title Company</th>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stewart Title</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>TBD</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>Application Consultant:</th>
<th>S. Anderson Consulting, LLC</th>
<th>Alyssa Carpenter (512) 789-1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD 46-2015199</td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Email Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>ESA Provider:</th>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>TBD</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>PCA Provider:</th>
<th>Housing Consultants of Oklahoma Ivan Graves (405) 880-5867</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:isgraves54@att.net">isgraves54@att.net</a></td>
</tr>
<tr>
<td>Proposed Fee</td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>Other:</th>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>TBD</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>Other:</th>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>TBD</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>Other:</th>
<th>NA</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>TBD</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

3/1/2019
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, Cost Estimator, Architect, and Property Manager are related entities through a principal.
2019 HTC
Full Application

Part 5 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. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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 of 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 I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department’s website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
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 §11.101(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 11.101(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]

[Date]

[Printed Name]

[License Number and State]

[Firm Name (If applicable)]
## Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types **AND** the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(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></td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (fill this out)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (fill this out)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>32</td>
<td>1.6</td>
<td>2.4</td>
<td>2</td>
<td>2</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>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></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<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>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</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: [Name]

Date: 2/28/2019

Firm Name (If applicable): [Name]

2/27/2019
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 11.101(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>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1/1 (fill this out)</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (fill this out)</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>2</td>
<td>1</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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</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]

Printed Name: Larry K. Blackledge

Date: 2/28/2019

Firm Name (If applicable): [Name]

2/27/2019
Accessible Parking Calculation

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Community Bldg</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2
# Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

**Total dwelling Units in the Development:** 32

**Total surface parking spaces:** 38

**Total garages:** 0

**Total parking spaces of all types:**
- Calculated from above: 38

**Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):**
- Calculated on prior page: 2
- Calculated from above: 36

**Total of all types of parking spaces that serve dwelling units:**
- Calculated from above: 2

**APSs for mobility accessible units (5% of unit count, if spaces are sufficient):**
- Calculated from above: 4

**Parking spaces that serve dwelling units in excess of one per unit (if applicable):**
- Calculated from above: 1

**APSs required in excess of one per mobility accessible unit:**
- Calculated from above: 0

**Total APSs required (including dwelling units and facilities/amenities):**
- Calculated from above: 38

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

## Distribution of APSs Among the Various Types of Parking

**Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:** 38

**Minimum number of carports that must be APSs:** 0

**Number of garages that must be APSs:** 0

## APSs that Must Be Van Spaces

**Total Van APSs required, including all types of spaces:** 1

**Minimum number of surface parking spaces that must be van APSs:** 7

**Minimum number of carports that must be van APSs:** 0

**Minimum number of garages that must be van APSs:** 0

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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

**Printed Name:**

**Date:** 2/28/2019

**Firm Name (if applicable):**
Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(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>Unit Description</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (667 SQ.FT.)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (801 SQ.FT.)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>36</td>
<td></td>
<td>1.8</td>
<td>2.6</td>
<td>2</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>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>Unit Description</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<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>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></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

Date: 2/28/2019

Printed Name: LARRY K. BLACKWEDDE

Firm Name (If applicable)
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(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>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

1/1 (667 SQ.FT.)

<table>
<thead>
<tr>
<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></td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
</tr>
</tbody>
</table>

2/1 (801 SQ.FT.)

<table>
<thead>
<tr>
<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></td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
</tr>
</tbody>
</table>

etc

<table>
<thead>
<tr>
<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></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</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>
</tbody>
</table>

1/1

<table>
<thead>
<tr>
<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></td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
</tr>
</tbody>
</table>

2/2

<table>
<thead>
<tr>
<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></td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
</tr>
</tbody>
</table>

3/3

<table>
<thead>
<tr>
<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></td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
</tr>
</tbody>
</table>

D

<table>
<thead>
<tr>
<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></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

E

<table>
<thead>
<tr>
<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></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

68

| Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: [Signature]

[Printed Name]

[Date]

[2/18/2019]

Firm Name (If applicable)

[2/28/2019]
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group in the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>COMMUNITY BLDG</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2
Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

Total dwelling Units in the Development: 36
Total surface parking spaces: 72
Total garages: 0

Total parking spaces of all types: Calculated from above 72
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page 2
Total of all types of parking spaces that serve dwelling units: Calculated from above 70
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above 2
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above 34
APSs required in excess of one per mobility accessible unit: Calculated from above 1

Total APSs required (including dwelling units and facilities/amenities): Calculated from above 5

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:

Minimum number of carports that must be APSs:

Number of garages that must be APSs:

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: Calculated from above 1
Minimum number of surface parking spaces that must be van APSs: Calculated from above 0
Minimum number of carports that must be van APSs: Calculated from above 0
Minimum number of garages that must be van APSs: Calculated from above 0

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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature
LARRY K. BLACKLEIGH
Printed Name

Date: 2/28/2019

Firm Name (if applicable)
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, 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 Experience certificate issued by the Department under the 2019 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(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.

Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

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-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

3/1/2019
Experience Certificate
February 20, 2019

Mr. Kenneth E. Hamilton
3556 South Culpepper, Suite 7
Springfield, Missouri 65804

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2019 QUALIFIED ALLOCATION PLAN

Dear Mr. Hamilton:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the 2019 Qualified Allocation Plan. 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
2019 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
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. Pine Hills Estates, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. Pine Hills Estates GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. KEH Development - Texas, LLC</td>
<td>No</td>
</tr>
<tr>
<td>4. Kenneth E. Hamilton</td>
<td>No</td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></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] 2-25-2019  [Sole Member]

2/18/2019
2019 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
### Local Government Support - §11.9(d)(1)
- Resolution(s) of either "no objection" or "support" is included behind this tab. **
  - **Note that resolutions are due March 1, 2019**
- City of Devine and City of Pearsall

### Quantifiable Community Participation - §11.9(d)(4)
- NA
- **Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

### Community Support from State Representative - §11.9(d)(5)
- Application expects to receive points for a letter from a Representative.
- Letter of either "support" or "opposition" is included behind this tab. **
  - **Note that letters are due March 1, 2019**

### Input from Community Organizations - §11.9(d)(6)
- Applicant has included one or more letters of support or opposition behind this tab.

#### A. First Assembly of God
- Name of Community Organization: Sherri Davila
- Contact Name
- **Support**
- **Opposition**

#### B.
- Name of Community Organization
- Contact Name

#### C.
- Name of Community Organization
- Contact Name

#### D.
- Name of Community Organization
- Contact Name

#### E.
- Name of Community Organization
- Contact Name

#### F.
- Name of Community Organization
- Contact Name

3/1/2019
2019 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
City of Devine, Texas
Resolution for Pine Hills Estates I Development

WHEREAS, Pine Hills Estates, LP has proposed the rehabilitation of affordable rental housing for persons 55 and older, at 112 Dixon Drive, named Pine Hills Estates I, in the City of Devine; and

WHEREAS, there is a need for affordable senior housing for the City of Devine citizens of modest means; and

WHEREAS, Pine Hills Estates, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Low Income Housing Tax Credit Program funds for Pine Hills Estates I.

THEREFORE, BE IT RESOLVED, that the City of Devine acting through its governing body, hereby confirms that it supports the proposed rehabilitation of Pine Hills Estates I, currently known as Devine Manor Senior Citizens, and its application to the TDHCA; and

FURTHER RESOLVED, this resolution also affirms that the development contributes more than any other to the concerted revitalization efforts of the City of Devine.

PASSED AND APPROVED by the City Council of the City of Devine, Texas on the 19th day of February 2019.

APPROVED:                            ATTEST:

Mayor William L. Herring                             Dora V. Rodriguez, Interim City Administrator
Resolution No.
2019-02-06

City of Pearsall, Texas
Resolution for Pine Hills Estates II Development

WHEREAS, Pine Hills Estates, LP has proposed the rehabilitation of affordable rental housing for person 55 and older, at 600 Berry Ranch Road, named Pine Hills Estates II in the City of Pearsall; and

WHEREAS, there is a need for affordable senior housing for the City of Pearsall's citizens of modest means; and

WHEREAS, Pine Hills Estates, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Low Income Housing Tax Credit Program funds for Pine Hills Estates II.

THEREFORE BE IT RESOLVED, that City of Pearsall acting through its governing body, hereby confirms that it supports the proposed rehabilitation of Pine Hills Estates II, currently known as Pearsall Manor; and its application to the TDHCA; and

BE IT FURTHER RESOLVED, that this resolution affirms that the rehabilitation of this development contributes more than any other to the concerted revitalization efforts of the City of Pearsall.

PASSED AND APPROVED by the City Council of the City of Pearsall, Texas on the 19th day of February, 2019.

APPROVED:  
[Signature]
Mayor Mary Moore

ATTEST:  
[Signature]
Krystal J. Garcia, City Clerk
2019 HTC
Full Application

Part 6 Tab 46

Support from State Representative
February 25, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th
Austin, TX 78701

RE: Pine Hills Estates I
112 Dixon Drive
Devin, Texas 78016
TDHCA Project No. 19356

Dear Director Holloway,

I would like to express my support for the acquisition and restoration of the senior apartment community Pine Hills Estates I. KEH Development will be submitting an application to your agency to obtain a grant award to assist in the construction of this project.

I am pleased to offer my support for this project since it provides needed additional housing options to elderly and low-income residents in our area. Moreover, this project will also spur economic growth and create job opportunities in the Hill County.

Again, I am humbled to lend my support to this proposal and application.

Sincerely,

Andrew S. Murr
Texas State Representative, District 53
February 26, 2019

Marni Holloway
Texas Department of Housing and Community Affairs
Multifamily Finance Director
221 East 11th Street
Austin, TX 78701

Dear Ms. Holloway:

Please accept this letter of support on behalf of KEH Development - Texas, LLC application for the Affordable Housing Tax Credits for the Pine Hills Estates II (currently known as Pearsall Manor Apartments) located at 600 Berry Ranch Road, Pearsall, TX 78061.

The proposed development will be a rehabilitation of an existing rental property. The apartment community is comprised of approximately 36 units which will be reserved for residents at averaging 60% of Area Median Income or below and is intended to serve senior and/or disabled households.

I respectfully request a full and thorough review of their application. If you have any questions regarding this matter, please feel free to contact this office.

Sincerely,

Tracy O. King
2019 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
February 28, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Pine Hills Estates II

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 19356 Pine Hills Estates II to be located at 600 Berry Ranch Road, in Pearsall, TX.

First Assembly of God is a tax-exempt religious 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 the rehabilitation of this development will better the lives of the people who reside there and will also be an improvement to the community as a whole.

Sincerely,

Sherri Davila
Pastor Sherri Davila
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2019

FIRST ASSEMBLY OF GOD OF PEARSELL, TEXAS
1015 E COLORADO ST
PEARSELL, TX 78061-4311

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 10-26-2010
Sales and use tax, as of 10-26-2010
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
State portion of hotel occupancy tax, religious-affiliated as of 10-26-2010
   (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 32042921547

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State’s website.

Our publications and other helpful information are available on our website. If you need more information, write to exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
This conference will be at First Assembly in Pearsall. It is going to equip you to win in this life and for you, your family, and your future generations to overcome, be victorious, and be BLESSED!

Fri., Jan. 4  6:30 – 9 PM
Sat., Jan. 5  10 – 12 PM
Speaker/Facilitator: Deninne Watson
Worship Leader: Brandon Watson
No childcare provided
FIRST ASSEMBLY OF GOD Pearsall

Revival Services

Fri., Nov. 2nd 7:00 PM
Sat., Nov. 3rd 6:00 PM
Sun., Nov. 4th 10:00 AM

1015 East Colorado Street, Pearsall 830-334-4931

Reminder Church Family: Morning prayer from 6 - 7:30 am at First A/G. Tues. - Fri. Communion will be served at 6:40 am each morning.
WORSHIP & COMMUNION

Monday, December 31
6:30 – 7:30 PM
No childcare provided
Men's Retreat 2015
Cactus Jack Ranch

HOME (/) / RESOURCES (/RESOURCES) / CHURCH DIRECTORY (/RESOURCES/DIRECTORIES/FIND-A-CHURCH)
RESULTS FOR “PEARSALL” + “TX”

CHURCH DIRECTORY
1 CHURCH MATCHES “PEARSALL” + “TX”

Search

Select District

pearsall Texas Zip

SEARCH

FIRST ASSEMBLY OF GOD
Reverend Juan M Davila

(/church?g=f78419e0-7a3b-4ae9-b55f-8de3c1bd8851&d=False)

1015 E COLORADO ST PEARLALL, TX 78061

(830) 334-4931
2019 HTC
Full Application

Part 7 Tab 47

Third Party Reports
# Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§11.205].

## 1. Environmental Site Assessment (ESA) (All Multifamily Applications)

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Date of Report: NA</th>
</tr>
</thead>
</table>

- 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.

## 2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)

All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

- Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
- Applicant has submitted an environmental packet to TDHCA and determination is pending.
- Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
- MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
- Documentation of HUD Environmental Clearance is included behind this tab.
- Applicant has submitted an environmental packet to TDHCA and clearance is pending.
- Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.

   [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](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:

<table>
<thead>
<tr>
<th>Name of Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Contact Telephone:</td>
</tr>
</tbody>
</table>

## 3. Primary Market Area Map

| Prepared by: NA | Date of Report: See Appraisal |

- Primary Market Area (PMA) map with definition of PMA is included behind this tab.

<table>
<thead>
<tr>
<th>Development Site Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Longitude: -98.893052</td>
</tr>
</tbody>
</table>

## 4. Property Condition Assessment (PCA)

| Prepared by: Housing Consultants of Oklahoma | Date of Report: 2/22/2019 |

## 5. Appraisal

| Prepared by: Gill Group | Date of Report: 2/26/2019 |

## 6. Site Design and Development Feasibility Report

| Prepared by: NA | Date of Report: NA |

---

3/1/2019
### Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th></th>
<th>Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>NA</td>
<td>Date of Report: NA</td>
</tr>
<tr>
<td>Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Firm:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Telephone:</td>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Primary Market Area Map</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepared by: NA</td>
<td>Date of Report: See Appraisal</td>
<td></td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longitude: -99.083084</td>
<td>Latitude: 28.898434</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Property Condition Assessment (PCA)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Housing Consultants of Oklahoma</td>
<td>Date of Report: 2/22/19</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Appraisal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: Gill Group</td>
<td>Date of Report: 2/26/19</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Site Design and Development Feasibility Report</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by: NA</td>
<td>Date of Report: NA</td>
<td></td>
</tr>
</tbody>
</table>

(The rest of the document contains more information and forms, but the above covers the main points.)
This Tab is Not Applicable
2019 HTC
Full Application

Part 7 Tab 47

Market Study Map and Definition
This Tab is Not Applicable
2019 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
Pine Hills I Devine

**Tie-Breaker Information**

**Tie-Breaker #1 (10 TAC §11.7(1))**
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value). If a tie still persists, then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (“AMFI”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 14.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is Site in Region 11?</td>
<td>No</td>
<td>Poverty Rate = NA</td>
</tr>
<tr>
<td>Applicable Poverty Rate = NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is Site in Region 13?</td>
<td>No</td>
<td>Poverty Rate = NA</td>
</tr>
<tr>
<td>Applicable Poverty Rate = NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 2632 (lower number wins tie)

**Tie-Breaker #2 (10 TAC §11.7(2))**
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>-98.893052</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>29.150155</td>
</tr>
<tr>
<td>Target Population:</td>
<td>Elderly</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>The Brookwood Senior Apartments</td>
</tr>
<tr>
<td>Application Number:</td>
<td>17421</td>
</tr>
<tr>
<td>Address:</td>
<td>SWC Richland Hills Dr &amp; Ingram Rd.</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2018</td>
</tr>
</tbody>
</table>

3/1/2019
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**

Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value). If a tie still persists, then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (“AMFI”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 19.9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pain Hills II Pearsall</td>
<td>No</td>
<td>Poverty Rate is less than 15.629.</td>
</tr>
<tr>
<td>Is Site in Region 11?</td>
<td>No</td>
<td>Poverty Rate = NA</td>
</tr>
<tr>
<td>Is Site in Region 13?</td>
<td>No</td>
<td>Poverty Rate = NA</td>
</tr>
</tbody>
</table>

Rent Burden Rank = 3773 (lower number wins tie)

**Tie-Breaker #2 (10 TAC §11.7(2))**

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

| Development Longitude: | -99.083084 |
| Development Latitude:  | 28.898434  |
| Target Population:     | Elderly    |
| Closest Development serving same Population: | The Brookwood Senior Apartments |
| Application Number:    | 17421      |
| Address:               | SWC Richland Hills Dr & Ingram Rd. |
| Year of Award:         | 2018       |
Concerted Revitalization Plan ("CRP") Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department’s ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Application #19356 Development Name Pine Hills Estates
Development City Devine/Pearsall Development County Medina/Frio

☑ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☐ Urban
☑ Rural (skip to page 4 of the packet)

☐ My Development Site is located in a distinct area known locally as (or named by the CRP as) _____ that is larger than the assisted housing footprint.

☐ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc) _____.

☐ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc) _____.

☐ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):


☐ The document(s) is included in its entirety.

☐ The document(s) can be found online at _____.

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan’s specific area. **No more than two (2) local plans may be submitted for each proposed Development.** A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may be a Tax Increment Reinvestment Zone ("TIRZ") or Tax Increment Finance ("TIF") or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.
The RURAL CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(B)(i-iii):
Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive 4 points for the Rehabilitation or demolition and Reconstruction of a development in a rural area that has been leased at 85% or greater for the six months preceding Application by low income households and which was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program.
   - [X] The Application proposes Rehabilitation; or
   - [ ] The Application proposes demolition and Reconstruction; and
   - [X] Evidence that the development has been leased at 85% or greater for the six months preceding Application by low income households can be found at (document name, page number(s), etc) rent rolls; and
   - [X] Evidence that the development was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program can be found at (document name, page number(s), etc) loan agreements.
   **Note:** The occupancy percentage will not include Units that cannot be occupied due to needed repairs, as confirmed by the PCA or CNA. Demolition and relocation of units must be determined locally to be necessary to comply with the Affirmatively Furthering Fair Housing Rule, or if necessary to create an acceptable distance form Undesirable Site Features or Neighborhood Risk Factors.

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality (or county if the Development Site is completely outside of a city) as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - [X] An adopted resolution from the city of Devine/Pearsall is included in this packet (a letter MAY NOT be submitted in place of a resolution); or
   - [ ] An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution);
   **Note:** Where a Development Site crosses jurisdictional boundaries, resolutions from all applicable governing bodies must be submitted. A municipality or county may only identify one single Development during each Application Round for each specific area to be eligible for the additional points under this subclause. If multiple Applications submit resolutions under this subclause from the same Governing Body for a specific area described in the plan, none of the Applications shall be eligible for the additional points.

3. Applications may receive (1) additional point if the development is in a location that would score at least five (5) points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - [X] Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(ii) of the QAP.
   - [X] 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.

<table>
<thead>
<tr>
<th>See Attached Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Provide any comments or additional information in the box below, if applicable.

Pine Hills Estates is a scattered site USDA application. Documentation is included for each site located in Pearsall and Devine.
LOAN AGREEMENT

☐ RRH Loan to a Partnership Operating on a Profit Basis
☐ RRH Loan to a Limited Partnership Operating on a Profit Basis
☐ RRH Loan to a Partnership Operating on a Limited Profit Basis
XX RRH Loan to a Limited Partnership Operating on a Limited Profit Basis

1. Parties and Terms Defined. This agreement dated January 13, 1992, of Devine Manor Senior Citizen, Ltd., a partnership, duly organized and operating under the Texas Ltd Partnership Act, herein called "Partnership," whose post office address is 5202 Westernham, Pulscher, Texas 77441, with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called "the Government," is made in consideration of a loan, herein called "the loan," to Partnership in the amount of $831,290.00, made or insured, or to be made or insured, by the Government pursuant to sections 515 (b) of the Housing Act of 1949 to build a 32 unit low income elderly project. The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government as rural areas. Such housing and related facilities and the land constituting the site as herein called "the housing." The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and related agreement are herein called the "loan obligations."

2. Execution of Loan Instruments. To evidence the loan, the Partnership shall issue a promissory note (herein referred to as "the note"), signed by the General Partner(s) for the amount of the loan, payable in installments over a period of fifty years, bearing interest at a rate, agreement required by the Government, to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The General Partner(s) are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligations." 

3. Equal Opportunity and Non-Discrimination Provisions. The Partnership will execute (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Farmers Home Administration Form FmHA 400-1, entitled "Equal Opportunity Agreement," including an "Equal Opportunity Clause," to be incorporated in or attached to each contract, contract the amount of which exceeds $10,000 and any part of which is paid from funds with the loan, and (c) Farmers Home Administration Form FmHA 400-4, entitled "Assurance Agreement (Under Title VI, Civil Rights Act of 1964)," a copy of which is hereby hereto made a part thereof and any other undertakings and agreements required by the Government pursuant to such authority.

4. Borrower Contribution. The amount of $ 25,710.00, to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior to any disbursement of interim loan funds or any FmHA loan funds.
5. **Accounts for Housing Operations and Loan Servicing.** The Partnership shall establish on its books the following accounts, which shall be maintained in accordance with FmHA Regulation 7 CFR Part 1930.C so long as the loan obligations remain unsatisfied: A General Fund Account, a Tax and Insurance Escrow Account, a Security Deposit Account and a Reserve Account.

   a. **General Operating Account.** By the time the Farmers Home Administration loan is closed or interim funds are obtained to preclude the necessity for multiple advances of Farmers Home Administration loan funds, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds, a letter of credit, or a combination of the two in an amount totaling $17,140.00. Any cash will have been deposited in the General Operating Account and any letter of credit supplied to the FmHA District Office. Use and maintenance of a letter of credit will be in accordance with FmHA Regulation 7 CFR 1930.C.

   b. **Reserve Account.** Transfers at a rate not less than $8,310.00 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of $83,129.00 or such higher amount later agreed to with FmHA and shall be retained at any time when necessary, because of disbursements from the Reserve Account to restore it to said sum. Withdrawal and use of funds deposited to this account will be in accordance with FmHA Regulation 7 CFR 1930.C. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership to pay dividends to the partners of up to 8% percent per annum of Borrower's initial investment of $25,710.00, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account shall not be less than that required by subsection 5b to be accumulated by that time, and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

   To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

6. **Regulatory Covenants.** So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate FmHA regulations and shall:

   a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

   b. Maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.

   c. If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

   d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

   e. Unless the Government gives prior consent:

      (1) **Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.**

      (2) **Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.**
(3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent, financial interest in the organization nor cause of permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FHA Regulation 7 CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (7) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of $25,710.00, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.


a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. All notices, consent, approval, waiver, or agreement must be in writing.

e. This Loan Agreement shall be subject to the present regulations of the Farmers Home Administration and to its future regulations and provisions hereof.

f. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of January 12, 1992.
By: [Signature]

Jean Johnson, General Partner

[Blank lines]
1. Parties and Terms Defined. This agreement dated March 2, 1982

Pearsall Manor Senior
the Citizen Housing, Ltd., a Partnership, duly organized and operating under
herein called "Partnership", whose post office address is 5202 Westernham, Fulshear,
with the United States of America acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government", is made in consideration of a loan, herein called "the loan", to Partnership in the
amount of $ 930,310.00

2. Execution of Loan Instrument. To evidence the loan the Partnership shall issue a promissory note (herein referred to as "the note"), signed by the General Partner(s) for the amount of the loan,

payable in installments over a period of 50 years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement required by the Government, the General Partner(s) are to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The General Partner(s) are to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligation".

3. Equal Opportunity and Nondiscrimination Provisions. The Partnership will execute (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988 relating to Fair Housing, (b) Nondiscrimination in the use and occupancy of housing, (c) Farmers Home Administration Form FmHA 400-1, entitled "Equal Opportunity Agreement", including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract, the amount of which exceeds $10,000 and any part of which is paid with funds from the loan, and (c) Farmers Home Administration Form FmHA 400-4, entitled "Affidavit Agreement (Under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part thereof and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of $ 32,300.00 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and disbursed prior to any disbursement of interim loan funds or any FmHA loan funds.
5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained in accordance with FMHA Regulation 7 CFR Part 1930-C so long as the loan obligations remain unsatisfied: A General Fund Account, a Tax and Insurance Reserve Account, a Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Farmers Home Administration loan is closed or interim funds are obtained to preclude the necessity for multiple advances of Farmers Home Administration loan funds, whenever they occur first, the Partnership shall provide cash from the Borrower's own funds, a letter of credit, or a combination of the two in an amount totaling $19,252.00. Any cash will have been deposited in the General Operating Account and any letter of credit supplied to the FMHA District Office. Use and maintenance of a letter of credit will be in accordance with FMHA Regulation 7 CFR 1930-C.

b. Reserve Account. Transfers at a rate not less than $9,300.00 annually shall be made to the Reserve Account until the amount in the Reserve Account reaches the sum of $43,000.00 or such higher amount later agreed to with FMHA and shall be resumed at any time when necessary, because of disbursements from the Reserve Account or to restore it to said sum. Withdrawal and use of funds deposited to this account will be in accordance with FMHA Regulation 7 CFR 1930-C. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership.

To pay dividends to the partners of up to 8 percent per annum of borrower's initial investment of $. provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time, and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

To pay dividends to the partners or for any other purpose desired by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by subsection 5b to be accumulated by that time and (b) during the next 12 months the amount in the Reserve Account will likely not fall below that required to be accumulated by the end of such period.

6. Regulatory Covenants. So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate FMHA regulations and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

b. Maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government with a copy of each audit report, and permit the Government to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

(1) Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.

(2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.
(3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent, financial interest in the organization for cause or permit voluntary dissolution of the Partnership for cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

(4) Not borrow any money, nor incur any liability aside from current expenses as defined in section 7 which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per FmHA Regulation 7 CFR Part 1930-C to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Do other things as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If return on investment for any year exceeds 8 percent per annum of borrower's initial investment of $28,790.00, the Government may require that the borrower reduce rents the following year and/or refund the excess return on investment to the tenants or use said excess in a manner that will best benefit the tenants.


a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by it in its sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment or amounts due on the loan obligations. In the event of such failure, the Government at its option may declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership, after this agreement becomes contractually binding, to any extent such provisions could legally have been foregone or agreed to in amended form, by the Government initially.

d. Any notice, consent, approval, waiver, or agreement must be in writing.

e. This Loan Agreement shall be subject to the present regulations of the Farmers Home Administration and to its future regulations and provisions hereof.

f. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of March 2, 1992.
City of Devine, Texas
Resolution for Pine Hills Estates I Development

WHEREAS, Pine Hills Estates, LP has proposed the rehabilitation of affordable rental housing for persons 55 and older, at 112 Dixon Drive, named Pine Hills Estates I, in the City of Devine; and

WHEREAS, there is a need for affordable senior housing for the City of Devine citizens of modest means; and

WHEREAS, Pine Hills Estates, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Low Income Housing Tax Credit Program funds for Pine Hills Estates I.

THEREFORE, BE IT RESOLVED, that the City of Devine acting through its governing body, hereby confirms that it supports the proposed rehabilitation of Pine Hills Estates I, currently known as Devine Manor Senior Citizens, and its application to the TDHCA; and

FURTHER RESOLVED, this resolution also affirms that the development contributes more than any other to the concerted revitalization efforts of the City of Devine.

PASSED AND APPROVED by the City Council of the City of Devine, Texas on the 19th day of February 2019.

APPROVED:  ATTEST:

Mayor William L. Herring  Dora V. Rodriguez, Interim City Administrator
Resolution No.
2019-02-06

City of Pearsall, Texas
Resolution for Pine Hills Estates II Development

WHEREAS, Pine Hills Estates, LP has proposed the rehabilitation of affordable rental housing for persons 55 and older, at 600 Berry Ranch Road, named Pine Hills Estates II in the City of Pearsall; and

WHEREAS, there is a need for affordable senior housing for the City of Pearsall’s citizens of modest means; and

WHEREAS, Pine Hills Estates, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Low Income Housing Tax Credit Program funds for Pine Hills Estates II.

THEREFORE BE IT RESOLVED, that City of Pearsall acting through its governing body, hereby confirms that it supports the proposed rehabilitation of Pine Hills Estates II, currently known as Pearsall Manor, and its application to the TDHCA; and

BE IT FURTHER RESOLVED, that this resolution affirms that the rehabilitation of this development contributes more than any other to the concerted revitalization efforts of the City of Pearsall.

PASSED AND APPROVED by the City Council of the City of Pearsall, Texas on the 19th day of February, 2019.

APPROVED:

[Signature]
Mayor Mary Moore

ATTEST:

[Signature]
Krystal J. Garcia, City Clerk
## Pine Hills Estates I
### Opportunity Index Amenities

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Food King</td>
<td>100 E. Colonial Pkwy</td>
<td>Devine</td>
<td>78016</td>
<td>.04</td>
</tr>
<tr>
<td>II</td>
<td>Walmart Pharmacy</td>
<td>175 I-35</td>
<td>Devine</td>
<td>78016</td>
<td>1.09</td>
</tr>
<tr>
<td>IV</td>
<td>Happy Home Day Care</td>
<td>240 Co Rd 774</td>
<td>Devine</td>
<td>78016</td>
<td>.19</td>
</tr>
<tr>
<td>VI</td>
<td>Driscoll Public Library</td>
<td>202 E. Hondo Ave.</td>
<td>Devine</td>
<td>78016</td>
<td>1.01</td>
</tr>
<tr>
<td>VII</td>
<td>City Park</td>
<td>Windy Knoll &amp; Colonial Pkwy.</td>
<td>Devine</td>
<td>78016</td>
<td>1.03</td>
</tr>
<tr>
<td>X</td>
<td>Snap Fitness</td>
<td>615 E. Hondo Ave.</td>
<td>Devine</td>
<td>78016</td>
<td>.97</td>
</tr>
<tr>
<td>XI</td>
<td>Devine Golf Course</td>
<td>116 W. Malone Dr.</td>
<td>Devine</td>
<td>78016</td>
<td>.90</td>
</tr>
<tr>
<td>XII</td>
<td>Devine Food Pantry</td>
<td>309 N. Teel Dr.</td>
<td>Devine</td>
<td>78016</td>
<td>.79</td>
</tr>
<tr>
<td>XIII</td>
<td>Meals on Wheels</td>
<td>Medina County</td>
<td></td>
<td></td>
<td>Svc Area</td>
</tr>
</tbody>
</table>
Prices Effective January 23-29, 2019

**General Mills Cereal**
8.9 oz. Cheerios, 10.7 oz. Trix, 10.5 oz. Lucky Charms, 11.5 oz. Reese’s Puffs, 12 oz. Cinnamon Toast Crunch

**Prices**
- **Cheerios**: $1.47 per pound
- **Trix**: 88¢ per pound
- **Lucky Charms**: $1.20 per box when you buy 4 with in ad coupon
- **Reese’s Puffs**: 29¢ per pound
- **Texas Grapefruit**: 30¢ each
- **Yellow Onions**: 48¢ each
- **Center Cut Pork Chops**: $1.17 per pound
- **Top Round Steak**: $2.38 per pound
- **Frying Chicken Drumsticks**: $2.99 per pound
- **Red Hothouse Tomatoes**: 88¢ each
- **Multiples lbs Red Delicious Apples**: 88¢ each
- **Fatwood Fire Starter**: $17.83 per container
- **Pine Mountain Firelogs**: $18.63 6 pk.
- **ACE Hardware**
  - **Frying Chicken Drumsticks**: $2.99 per pound
  - **Red Hothouse Tomatoes**: 88¢ each
  - **Multiples lbs Red Delicious Apples**: 88¢ each
  - **Fatwood Fire Starter**: $17.83 per container

**Promotions**
- **Ace Hardware**
  - **Frying Chicken Drumsticks**: $2.99 per pound
  - **Red Hothouse Tomatoes**: 88¢ each
  - **Multiples lbs Red Delicious Apples**: 88¢ each
  - **Fatwood Fire Starter**: $17.83 per container

**Win a 50 Inch LG 4K Smart TV**
See display in-store for your chance to win

Fastest way to enter: https://foodkingcostplus.com/giveaway/

One winner in each Food King Store

Requirements Are:
- Follow us on Facebook: [https://foodkingcostplus.com](https://foodkingcostplus.com)
- Sign-up to receive the weekly Ad by E-Mail: [https://foodkingcostplus.com/weekly-ad-6/](https://foodkingcostplus.com/weekly-ad-6/)
- Sign-up for our texting program

See store for details about your specific store.

**WE PRICE OUR ITEMS AT OR BELOW OUR COST PLUS JUST 10% FEE AT THE CHECKOUT.**

100 E. Colonial Parkway
830-663-4252
Devine, TX
Visit us on the web at
**FOOD KING DEVINE**

**January 23-29, 2019**

**America’s Best EGG**

**Under the Buy**

**McCormick Ground Black Pepper**

**3 oz.**

**Free**

**25% Less Saturated Fat**

**Customer responsible for applicable taxes.**

---

**Michelob Ultra**

Regular or Lime Cactus

12 pk., 12 oz. btls.

$11.68

Plus a 10% Fee at Checkout

**Pepsi, Mtn Dew, or Crush**

Select varieties

24 pk., 12 oz. cans

$6.49

Plus a 10% Fee at Checkout

**Starbucks Frappuccino**

Select varieties

4 pk., 9.5 oz. btls.

$3.99

Plus a 10% Fee at Checkout

**Coke, Sprite, or Dr. Pepper**

Select varieties

6 pk., 7.5 oz. cans

$2.00

Plus a 10% Fee at Checkout

**Michelob Ultra**

Regular or Lime Cactus

12 pk., 12 oz. btls.

$11.68

Plus a 10% Fee at Checkout

**Pepsi, Mtn Dew, or Crush**

Select varieties

24 pk., 12 oz. cans

$6.49

Plus a 10% Fee at Checkout

**Starbucks Frappuccino**

Select varieties

4 pk., 9.5 oz. btls.

$3.99

Plus a 10% Fee at Checkout

**Coke, Sprite, or Dr. Pepper**

Select varieties

6 pk., 7.5 oz. cans

$2.00

Plus a 10% Fee at Checkout

**Lay’s Potato Chips**

Pre-Priced $4.29 $2.61

Plus a 10% Fee at Checkout

**Wonder Classic White Bread**

24 oz. loaf

$1.49

Plus a 10% Fee at Checkout

**Shurfine Hot Cocoa Mix**

With or without marshmallows

8 ct.

89¢

Plus a 10% Fee at Checkout

**Wide Awake Single Serve Coffee Cups**

Select varieties

12 ct.

$2.90

Plus a 10% Fee at Checkout

**Shurfine Honey Squeeze Bear**

13 oz.

$1.79

Plus a 10% Fee at Checkout

**Kraft Barbecue Sauce**

Original or sweet honey only

16 oz.

FREE

Plus a 10% Fee at Checkout

**Louisiana Hot Sauce**

10 oz.

$1.36

Plus a 10% Fee at Checkout

**SAVE!**

**Bud Light, Coors Light, or Miller Lite**

18 pk., 12 oz. cans

$13.95

Plus a 10% Fee at Checkout

**Michelob Ultra**

Regular or Lime Cactus

15 pk., 12 oz. tris.

$11.68

Plus a 10% Fee at Checkout

**Yellow Tail Australian Wines**

Select varieties

750 ml

$4.50

Plus a 10% Fee at Checkout

**Pepsi, Mtn Dew, or Crush**

Select varieties

6 pk., 12 oz. cans

$4.50

Plus a 10% Fee at Checkout

**Starbucks Frappuccino**

Select varieties

4 pk., 9.5 oz. btls.

$3.99

Plus a 10% Fee at Checkout

**Coke, Sprite, or Dr. Pepper**

Select varieties

6 pk., 7.5 oz. cans

$2.00

Plus a 10% Fee at Checkout

**Lay’s Potato Chips**

Pre-Priced $4.29 $2.61

Plus a 10% Fee at Checkout

**Wonder Classic White Bread**

24 oz. loaf

$1.49

Plus a 10% Fee at Checkout

**Shurfine Hot Cocoa Mix**

With or without marshmallows

8 ct.

89¢

Plus a 10% Fee at Checkout

**Wide Awake Single Serve Coffee Cups**

Select varieties

12 ct.

$2.90

Plus a 10% Fee at Checkout

**Shurfine Honey Squeeze Bear**

13 oz.

$1.79

Plus a 10% Fee at Checkout

**Kraft Barbecue Sauce**

Original or sweet honey only

16 oz.

FREE

Plus a 10% Fee at Checkout

**Louisiana Hot Sauce**

10 oz.

$1.36

Plus a 10% Fee at Checkout

**SAVE!**

**Dasani Water**

24 pk., 16.9 oz. btls.

$3.65

Plus a 10% Fee at Checkout

**Doritos Tortilla Chips**

Pre-Priced $4.29 $1.98

Plus a 10% Fee at Checkout

**FREE with in store Coupon When you buy 4 at a time**

While Supplies Last!

**Kraft Barbecue Sauce**

Original or sweet honey only

16 oz.

FREE

Plus a 10% Fee at Checkout

**Louisiana Hot Sauce**

10 oz.

$1.36

Plus a 10% Fee at Checkout

**SAVE!**

**Bud Light, Coors Light, or Miller Lite**

18 pk., 12 oz. cans

$13.95

Plus a 10% Fee at Checkout

**Michelob Ultra**

Regular or Lime Cactus

15 pk., 12 oz. tris.

$11.68

Plus a 10% Fee at Checkout

**Yellow Tail Australian Wines**

Select varieties

750 ml

$4.50

Plus a 10% Fee at Checkout

**Pepsi, Mtn Dew, or Crush**

Select varieties

6 pk., 12 oz. cans

$4.50

Plus a 10% Fee at Checkout

**Starbucks Frappuccino**

Select varieties

4 pk., 9.5 oz. btls.

$3.99

Plus a 10% Fee at Checkout

**Coke, Sprite, or Dr. Pepper**

Select varieties

6 pk., 7.5 oz. cans

$2.00

Plus a 10% Fee at Checkout

**Lay’s Potato Chips**

Pre-Priced $4.29 $2.61

Plus a 10% Fee at Checkout

**Wonder Classic White Bread**

24 oz. loaf

$1.49

Plus a 10% Fee at Checkout

**Shurfine Hot Cocoa Mix**

With or without marshmallows

8 ct.

89¢

Plus a 10% Fee at Checkout

**Wide Awake Single Serve Coffee Cups**

Select varieties

12 ct.

$2.90

Plus a 10% Fee at Checkout

**Shurfine Honey Squeeze Bear**

13 oz.

$1.79

Plus a 10% Fee at Checkout

**Kraft Barbecue Sauce**

Original or sweet honey only

16 oz.

FREE

Plus a 10% Fee at Checkout

**Louisiana Hot Sauce**

10 oz.

$1.36

Plus a 10% Fee at Checkout

**SAVE!**

**Dasani Water**

24 pk., 16.9 oz. btls.

$3.65

Plus a 10% Fee at Checkout

**Doritos Tortilla Chips**

Pre-Priced $4.29 $1.98

Plus a 10% Fee at Checkout

**FREE with in store Coupon When you buy 4 at a time**

While Supplies Last!
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>StarKist</td>
<td>Chunk Light Tuna in water or oil 3 oz.</td>
<td>86¢</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Bush’s Best</td>
<td>Canned Beans select varieties 10-14 oz.</td>
<td>78¢</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Wolf Brand</td>
<td>Chili with or without beans 19 oz.</td>
<td>$2.00</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Missin</td>
<td>Cup Noodles select varieties 0.35 oz.</td>
<td>30¢</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Speed Stick or Lady's Speed Stick</td>
<td>Deodorant/Antiperspirant select varieties 1.4-1.8 oz.</td>
<td>99¢</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>TopCare</td>
<td>Acetaminophen Pain Relief caplets or EZ tablets 100 ct.</td>
<td>$1.82</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Gain Ultra</td>
<td>Dish Soap select varieties 1.6 oz.</td>
<td>$1.48</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Simply Done</td>
<td>Facial Tissue 100 ct.</td>
<td>84¢</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Chamin Essentials</td>
<td>Bath Tissue soft or strong 12 giant rolls</td>
<td>$4.43</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>9 Lives</td>
<td>Cat Food select varieties 4 pk., 3.5 oz. cans</td>
<td>$1.79</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Sportmix</td>
<td>Mini Chunk or Energy Plus Dog Food 25 lb. Bonus Bag</td>
<td>$25.42</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Nature’s Café</td>
<td>Premium Wild Bird Food 5 lb.</td>
<td>$2.98</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Kraft</td>
<td>Cream Cheese original or 1/3 less fat 8 oz. box</td>
<td>65¢ with in store coupon</td>
<td></td>
</tr>
<tr>
<td>Kraft</td>
<td>American Singles Pre-Priced $3.59 18 oz.</td>
<td>$1.86</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Pillsbury</td>
<td>Crescent Rolls select varieties 9 oz.</td>
<td>$1.82</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Shurfine</td>
<td>Waffles select varieties 10 ct.</td>
<td>$1.24</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Stouffer's</td>
<td>Dinners select varieties 7.8-12 oz.</td>
<td>$1.92</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Valu Time</td>
<td>Pizza select varieties 3.5 oz.</td>
<td>50¢</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
<tr>
<td>Blue Bell</td>
<td>Ice Cream select varieties half gallon or 13 ct. cups</td>
<td>$4.63</td>
<td>Plus a 10% Fee at Checkout</td>
</tr>
</tbody>
</table>
Cacique Chorizo beef, pork, or soy $77¢ each plus 10% fee at checkout.

Armour LunchMakers select varieties 10-24 oz. $1.41 each plus 10% fee at checkout.

Eckrich Red Kid Bologna or Cotto Salami 15 oz. $1.14 each plus 10% fee at checkout.

Pollock Fillet per pound 99¢ plus 10% fee at checkout.

Mission Homestyle Flour Tortillas 10 ct. $1.34 each plus 10% fee at checkout.

Fully Cooked Breaded Chicken Tenders 76¢ per pound plus 10% fee at checkout.

Owens Pork Sausage select varieties 1 lb. $2.16 each plus 10% fee at checkout.

Foster Farms Value Pack Breaded Nuggets or Patties 10 or 11.3 oz. $3.17 each plus 10% fee at checkout.

Food King Corn Tortillas yellow or white 30 ct. 95¢ each plus 10% fee at checkout.

Pollock Fillet per pound 99¢ plus 10% fee at checkout.

Mini Sweet Peppers garden fresh 1 lb. $2.88 per pound plus 10% fee at checkout.

Cacique Chorizo beef, pork, or soy $77¢ each plus 10% fee at checkout.

Fully Cooked Breaded Chicken Tenders 76¢ per pound plus 10% fee at checkout.

Owens Pork Sausage select varieties 1 lb. $2.16 each plus 10% fee at checkout.

Foster Farms Value Pack Breaded Nuggets or Patties 10 or 11.3 oz. $3.17 each plus 10% fee at checkout.

Food King Corn Tortillas yellow or white 30 ct. 95¢ each plus 10% fee at checkout.

Mission Homestyle Flour Tortillas 10 ct. $1.34 each plus 10% fee at checkout.

Sleeved Celery garden fresh 97¢ each plus 10% fee at checkout.

Super Select Cucumbers garden fresh 48¢ each plus 10% fee at checkout.

Chromatic Bouquet each $8.88 each plus 10% fee at checkout.

Fully Cooked Breaded Chicken Tenders 76¢ per pound plus 10% fee at checkout.

Owens Pork Sausage select varieties 1 lb. $2.16 each plus 10% fee at checkout.

Foster Farms Value Pack Breaded Nuggets or Patties 10 or 11.3 oz. $3.17 each plus 10% fee at checkout.

Food King Corn Tortillas yellow or white 30 ct. 95¢ each plus 10% fee at checkout.

Mission Homestyle Flour Tortillas 10 ct. $1.34 each plus 10% fee at checkout.

Sleeved Celery garden fresh 97¢ each plus 10% fee at checkout.

Super Select Cucumbers garden fresh 48¢ each plus 10% fee at checkout.

Chromatic Bouquet each $8.88 each plus 10% fee at checkout.

Visit us on the web at http://www.foodkingcostplus.com/

Prices Effective January 23-29, 2019
License Information

License Status: Active
License #: 29262
Expiration Date: 10/31/2019
Date License Issued: 05/12/2014

Address
175 IH 35 N
DEVINE, TX 78016
County: MEDINA
Phone: (830) 663-5964

Pharmacy Details

Prior Disciplinary Orders* No

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Any disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

Class of Pharmacy: Community Pharmacy
Type of Ownership: LLC
Type of Pharmacy: Community Multi
# of Hospital beds: 

Employment Information

Pharmacist in Charge
SEIFERT, ANJELICA

Pharmacy Profile

Accessible to disabled persons? Yes
Participates in the Texas Medicaid program? Yes
Translating services (Listed Below if Available)
Spanish

Remedial Plans
Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

Services Provided
No Nuclear
Yes Out-Patient Prescriptions
No Ship Prescription Out of State
No Class D (Expanded Formulary)
No Class D (Alternative Visit Schedule)
No Compounding Sterile-Risk Level Low
No Compounding Sterile-Risk Level Med
Yes Compounding Sterile-Risk Level High
No Compounding Non-Sterile
No 24 Hour Service
No Closed Door
No Compounding, Office Use
No Home Delivery
No Infusion
Yes Pharmacist Administered Immunizations
Yes Veterinary Prescriptions

Texas Pharmacist Employment Information

<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Regist. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLASEK, ROBERT JOHN</td>
<td>53167</td>
<td>06/27/2013</td>
<td>03/31/2019</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>SEIFERT, ANJELICA</td>
<td>55335</td>
<td>08/07/2014</td>
<td>08/31/2020</td>
<td>PIC</td>
<td>Active</td>
</tr>
<tr>
<td>WEMERS, ONIS CORWIN</td>
<td>20843</td>
<td>05/23/1974</td>
<td>09/30/1999</td>
<td>Staff</td>
<td>Active</td>
</tr>
</tbody>
</table>

Texas Registered Technicians/Trainees Employment Information

<table>
<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
<th>Regist. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>Reg. Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>CROUSE LYNN, NEGAN E</td>
<td>224709</td>
<td>11/06/2013</td>
<td>10/31/2019</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>DE LA CRUZ, THERESA MA</td>
<td>253799</td>
<td>03/16/2016</td>
<td>06/30/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>MULLEN, PATRICIA</td>
<td>282101</td>
<td>04/17/2018</td>
<td>04/30/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>SAMBRANO, DELIA R.</td>
<td>120968</td>
<td>08/02/2004</td>
<td>07/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>TORRES, VERONICA</td>
<td>109926</td>
<td>05/07/2004</td>
<td>12/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>ZAPATA, CATHERINA</td>
<td>100217</td>
<td>02/13/2004</td>
<td>08/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
</tbody>
</table>

Texas Remote Pharmacy Information

<table>
<thead>
<tr>
<th>Remote Pharmacy Name</th>
<th>Registr. #</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcode</th>
</tr>
</thead>
</table>

Texas Pharmacy Owner Information

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Owner Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAL-MART STORES TEXAS, LLC</td>
<td>OWNER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHAPMAN, GEORGE</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RIEDL, GEORGE</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TURNER-MITCHEL, VKI JILL</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LAZENBY, ANDREA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
Operation Details
You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

Operation Number: 414794
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Happy Home Daycare
Location Address: 240 COUNTY ROAD 774
DEVINE, TX 78016
Mailing Address: 240 COUNTY ROAD 774
DEVINE, TX 78016
Phone Number: 830-665-9567
County: MEDINA
Website Address: 
Email Address: arabians09.am@gmail.com
Administrator/Director Name: ALMA MARTINEZ
Type of Issuance: Full Permit
Issuance Date: 11/5/1992
Permit Renewal Due By Date: 11/5/2020
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 83
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 6
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

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

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

21 - Inspections
2 - Assessments
1 - Self Reported Incidents
2 - Reports

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

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

Three Year Compliance Summary
• During the last three years, 1984 standards were evaluated for compliance at this operation.

• Of the standards evaluated 87 deficiencies were cited.

Click on the number of deficiencies to see additional details.

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

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

13 were weighted as High
28 were weighted as Medium - High
13 were weighted as Medium
1 was weighted as Medium - Low
2 were weighted as Low

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Driscoll Public Library
202 E. Hondo Ave. Devine, TX 78016 Phone 830-663-2993 Fax 830-663-6380 library@cityofdevine.com

Library Employees
Debra DuBose
Stacy Pyron

The mission of the Driscoll Public Library is to serve the people of the Devine community by providing the materials, facilities and personnel required to meet the cultural, informational, and educational needs of the community with the resources made available; and to utilize these resources in a most prudent and fiscally responsible manner.

General Information

The Driscoll Public Library is a public facility funded by the tax payers of the City of Devine. Patrons are also drawn from the neighboring communities of Natalia, Moore, and Bigfoot. The Library is located on E Hondo Ave adjacent to the railroad track. It is an accredited member of the Texas State Library System.

The Library catalog includes books, audio books, periodicals, DVDs, and a digital library consisting of downloadable e-books, audio books, and videos. The collection also includes a local history area, which includes the local paper, Devine News, on microfilm. Our catalog is also available for review on line at http://driscoll.biblionix.com

The public access computers are equipped with a high speed Internet making it convenient for patrons to do research, homework, check e-mail, acquire weather reports, analyze stock, etc. The public access computers are also equipped with Microsoft software that allows patrons to prepare resumes, flyers, brochures, invitations, etc.

Library tours may be arranged for schools, daycare providers, scout troops, and others by contacting the library at 830-663-2993.

Hours of Operation
Mondays - Friday
10:00 am - 6:00 pm
Closed Saturday & Sunday

The Library observes the following holidays:

- New Year’s Day
- Martin Luther King’s Birthday
- President’s Day
- Good Friday

Community Calendar
There are no upcoming events at this time.

More Links
Home
Annual Report
Economic Development
Mayor and Council
Residents
Business
Visitors
2016 CCR
Municipal Airport
Municipal Court
Contact Us
Pay Online
Meetings

PoliceOne Daily News

Shooting that wounded 5 Houston officers started with warrant attempt January 29, 2019
‘Enough is enough’: Union president speaks out after 5 LEOs injured in shootout January 29, 2019
5 Houston officers injured in shootout, 2 suspects dead January 29, 2019
Why police departments don’t buy the right body armor January 28, 2019

San Antonio News

Woman rescued after falling asleep at wheel, rolling vehicle off San Antonio road January 29, 2019 Caleb Downs, San Antonio Express-News
SAPD: gunmen at large after fatal shooting at NW Side apartments January 29, 2019 Caleb Downs, San Antonio Express-News
Coach Johnson works to rebuild YWLA basketball program January 29, 2019 By Mike Considine, Correspondent
South San girls seek third-consecutive playoff berth January 29, 2019 By Mike Driscoll
Crazy cold snap will bring wind chills of -56 degrees January 28, 2019
KSAT Weather: Strong cold front arrives Monday evening January 28, 2019
The Weather This Week: Cloudy and cool to start, strong front by week's end January 14, 2019
This state's temps plummeted to minus 56 degrees this week January 11, 2019

© 2019 Welcome to The City of Devine
City Park

City of Devine 303 South Teel Drive Devine, Texas 78016 Phone: 830-663-2804 Fax: 830-663-2208

The Mission of the City of Devine Park is to provide a safe, clean, attractive facility for our community and visitors for leisure play and relaxation. Our park has 5 stand alone picnic tables spread out for picnics, restrooms, 2 sitting benches and large jungle gym covered by trees. No alcoholic beverages or glass containers are allowed in the park and pet owners must clean up after pets.

The park provides recreation services and greenspace to enhance the quality of life for our community. There are two parking areas at park and a bicycle parking rack.

Land for this park was given by Judge and Mrs. Joe E. Briscoe on November 1, 1988.

Park is located at the intersection of Windy Knoll and Colonial Parkway. Park pavilion can host many visitors for social gatherings and family outings and no reservations are required. First come, rst serve.

Large jungle gym supplies hours of fun for our youths.

The city park also has a large swing set, walking path which encompasses the whole park and large open playing area. Come on out and enjoy yourselves.

The city has a second park "John Curcio City Park". The park is located at the corner of Hester Ave. and Tilley Dr. Come on out and enjoy yourselves.

Community Calendar

There are no upcoming events at this time.

More Links

Home
Annual Report
Economic Development
Mayor and Council
Residents
Business
Visitors
2016 CCR
Municipal Airport
Municipal Court
Contact Us
Pay Online
Meetings

PoliceOne Daily News

Shooting that wounded 5 Houston officers started with warrant attempt January 29, 2019

'Enough is enough': Union president speaks out after 5 LEOs injured in shootout January 29, 2019

5 Houston officers injured in shootout, 2 suspects dead January 29, 2019

Why police departments don't buy the right body armor January 28, 2019

San Antonio News

Woman rescued after falling asleep at wheel, rolling vehicle off San Antonio road January 29, 2019 Caleb Downs, San Antonio Express-News

SAPD: Gunmen at large after fatal shooting at NW Side apartments January 29, 2019 Caleb Downs, San Antonio Express-News

Coach Johnson works to rebuild YWLA basketball program January 29, 2019 By Mike Considine, Correspondent

South San girls seek third-consecutive playoff berth January 29, 2019 By Mike
Municipal Golf Course

WELCOME TO DEVINE GOLF COURSE

Built in 1967, Devine Golf Course is located in Devine, Texas, only minutes southwest of San Antonio. Managed by Golf Pro Shannon Rangel, Devine Golf Course features oak-lined fairways, a pro shop, snack shop and beautiful banquet facilities.

Hours of Operations

Tue – Fri | 8 a.m. – Dusk  
Sat – Sun | 7 a.m. – Dusk

Community Calendar

There are no upcoming events at this time.

More Links

Home  
Annual Report  
Economic Development  
Mayor and Council  
Residents  
Business  
Visitors  
2016 CCR  
Municipal Airport  
Municipal Court  
Contact Us  
Pay Online  
Meetings

PoliceOne Daily News

Shooting that wounded 5 Houston officers started with warrant attempt January 29, 2019

‘Enough is enough’: Union president speaks out after 5 LEOs injured in shootout January 29, 2019

5 Houston officers injured in shootout, 2 suspects dead January 29, 2019

Why police departments don’t buy the right body armor January 28, 2019

San Antonio News

Woman rescued after falling asleep at wheel, rolling vehicle off San Antonio road January 29, 2019

Caleb Downs, San Antonio Express-News

SAPD: Gunmen at large after fatal shooting at NW Side apartments January 29, 2019

Caleb Downs, San Antonio Express-News

Coach Johnson works to rebuild YWLA basketball program January 29, 2019

By Mike Considine, Correspondent

South San girls seek third-consecutive playoff berth January 29, 2019

By Mike
Rates

<table>
<thead>
<tr>
<th></th>
<th>Weekdays</th>
<th>Weekends</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Greens Fees</strong></td>
<td>$24.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>Includes half a cart</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Seniors, Military, Students</strong></td>
<td>$18.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Includes half a cart</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Weather

<table>
<thead>
<tr>
<th>Day</th>
<th>High</th>
<th>Low</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tue</td>
<td>50°</td>
<td>36°</td>
</tr>
<tr>
<td>Wed</td>
<td>55°</td>
<td>48°</td>
</tr>
<tr>
<td>Thu</td>
<td>60°</td>
<td>52°</td>
</tr>
<tr>
<td>Fri</td>
<td>68°</td>
<td>54°</td>
</tr>
</tbody>
</table>

Get in touch

116 Malone Dr.
Devine, TX 78016
(830) 665-9943

Copyright © 2019 EZLinks Golf LLC. All Rights Reserved.
God is leading this ministry into new things for Him in 2015
December 30, 2014

March 12, 2017

if you are low income and need food, come sign up. if you are over 60 and low income we have commod...
November 6, 2018

Do you recommend Devine Food Pantry Ministry?

Yes
No

Devine Food Pantry Ministry is asking for donations.
May 4, 2018

In response to our need of plastic bags, the Schroeder family donated two boxes of plastic bags to the food pantry. Ernest Schroeder stopped by and dropped these off yesterday. It was good to see him again.

Blessings
Cassie Hoffman at Lytle High School sent out a reminder request to the students this week and challenged them to bring in bags. Here's the result of her request.
FIND A MEALS ON WHEELS PROVIDER NEAR YOU

Meals on Wheels operates in virtually every community in America through our network of more than 5,000 independently-run local programs. While the diversity of each program's services and operations may vary based on the needs and resources of their communities, they are all committed to supporting their senior neighbors to live healthier and more nourished lives in their own homes.

Use the search below to find the program closest to you or a loved one and give them a call. They can help guide you and get you started.

FIND YOUR LOCAL PROGRAM

OR SEARCH BY CITY & STATE

**Medina County Meals on Wheels**
808 Harper
Hondo, TX 78861
19.22 miles
830-741-6160
Home Delivered Meals
Group Settings Meals

**Pearsall Senior Citizens Center**
411 North Willow St.
Pearsall, TX 78061
20.97 miles
N/A

**Poteet Senior Citizens Center**
556 Ave. East, PO Box 815
PROVIDING MUCH MORE THAN JUST A MEAL

At the core of the Meals on Wheels service is a nutritious meal, companionship and a watchful eye on the health and safety of our seniors. For those who have trouble getting around, we bring the service to you. For those who can still venture out into their communities, we serve in gathering places, such as senior centers and community facilities.

NUTRITIOUS MEAL

Adequate nutrition is necessary for health, functionality and the ability to remain independent. Healthy eating can increase mental acuity, resistance to illness and disease, energy levels, immune system strength, recuperation speed and the ability to manage chronic health problems. Meals on Wheels ensures that seniors have access to adequate nutrition even when family support, mobility and resources are lacking.

FRIENDLY VISIT

For many, the trusted Meals on Wheels volunteer or staff member who shows up every day with a meal and a smile is the only person they see or speak with all day. This special delivery is the reason to get up in the morning, something to look forward to, and a reminder to take good care of themselves. Seniors able to travel to congregate meal sites also receive valuable social interactions.
SAFETY CHECK

Along with the inevitable impacts of aging come the increased risks of medical emergencies, falls and other accidents. The safety check that accompanies each meal delivery ensures that, in the case of an emergency or problem, medics will be called, families will be notified and our seniors will not be forgotten.

WHAT YOU CAN EXPECT

ELIGIBILITY

Meals on Wheels focuses on caring for individuals whose diminished mobility makes it hard to shop for food, prepare meals or socialize with others. Generally programs serve adults 60 and over, although age requirements can vary by program and areas served. People who are mobile enough to join others for meals in a group setting where seniors congregate, like senior centers and cafes, are encouraged to do so; while others less mobile may qualify for home delivery.

PAYMENT

Depending on individual circumstances, meals may be provided along a sliding fee scale, from no cost to full price. While no senior will be denied a meal because of an inability to pay, he/she may be asked to contribute voluntarily toward the cost of a meal. However, it is important to note that in many areas of the country, the need for meals far exceeds the resources available to provide them, leading to wait lists and/or being turned away.

ADDITIONAL SERVICES

Some community programs are able to offer additional services that further support the quality of life and independence of their clients. These can include pet food delivery for clients’ pets, home repair services, telephone reassurance and transportation services for doctor appointments and other needs. Some programs offer meals to meet special dietary needs, cultural or ethnic preferences, and other programs serve fruits and vegetables right out of their own gardens!

Additional services may also include emergency meals for bad weather days and hospital discharge programs that are proven to reduce readmissions. Contact your local program to see what’s available in your area.
WHAT YOU NEED TO GET STARTED

Most Meals on Wheels programs begin the process through an application, which may then lead to an assessment of the need for meals and other supportive services. Some programs may additionally require a referral letter from a doctor or social worker. Contact your local program to find out how to get the ball rolling in your community.
### Pine Hills Estates II
#### Opportunity Index Amenities

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>H-E-B Grocery</td>
<td>225 South IH 35</td>
<td>Pearsall</td>
<td>78061</td>
<td>1.92</td>
</tr>
<tr>
<td>II</td>
<td>H-E-B Pharmacy</td>
<td>225 South IH 35</td>
<td>Pearsall</td>
<td>78061</td>
<td>1.92</td>
</tr>
<tr>
<td>III</td>
<td>Frio Regional Hospital</td>
<td>200 IH 35 South</td>
<td>Pearsall</td>
<td>78061</td>
<td>2.03</td>
</tr>
<tr>
<td>IV</td>
<td>Sunshine Day Care Center</td>
<td>507 E. San Antonio St.</td>
<td>Pearsall</td>
<td>78061</td>
<td>.93</td>
</tr>
<tr>
<td>VI</td>
<td>Pearsall Public Library</td>
<td>200 E. Trinity</td>
<td>Pearsall</td>
<td>78061</td>
<td>.80</td>
</tr>
<tr>
<td>VII</td>
<td>Polo Patino Park</td>
<td>147 W. Davila St.</td>
<td>Pearsall</td>
<td>78061</td>
<td>1.09</td>
</tr>
<tr>
<td>XI</td>
<td>Moreno Park</td>
<td>415 Brazos St.</td>
<td>Pearsall</td>
<td>78061</td>
<td>.90</td>
</tr>
<tr>
<td>XIII</td>
<td>Meals on Wheels San Antonio</td>
<td>Greater San Antonio</td>
<td></td>
<td></td>
<td>Svc Area</td>
</tr>
</tbody>
</table>
Pearsall H-E-B

Mon-Sun: 06:00 AM - 11:00 PM
Store Phone: (830) 334 - 3374
Pharmacy Phone: (830) 334 - 3237

225 SOUTH IH 35
PEARSALL, TX 78061-6630
Corporate #620

Get directions

Pharmacy

Pharmacy Phone: (830) 334 - 3237
Mon-Sat: 09:00 AM - 07:00 PM
Sun: 10:00 AM - 05:00 PM
Compounding Drive Thru
Immunizations
Pharmacy

Available Store Services

Meat Market
  Custom Meat Cutting

Seafood
  Gulf Shrimp
  Wild Alaska

Store Services
  Gas Station

Store Layout

Nearby Stores

Lytle H-E-B plus!

19337 MCDONALD STREET
LYTLE, TX 78052-3622

Store Phone:  (830) 772 - 5021
Store Hours:  Mon-Sun 06:00 AM - 12:00 AM
Pharmacy Phone:  (830) 772 - 5748
Pharmacy Hours:  Mon-Fri 08:00 AM - 08:00 PM
  Sat 09:00 AM - 06:00 PM
  Sun 10:00 AM - 05:00 PM

Curbside Pickup

Store Details  Make My H-E-B Store

Hondo H-E-B

609 19TH STREET
HONDO, TX 78861-2504

Store Phone:  (830) 426 - 4349
Store Hours:  Mon-Sun 07:00 AM - 11:00 PM
Pharmacy Phone:  (830) 426 - 5312
Pharmacy Hours:  Mon-Fri 09:00 AM - 07:00 PM

View All Stores

Here Everything's Better

No Store Does More™ to bring families in Texas the very best locally grown produce, 100% pure beef, and hundreds of products made around the world - all at great low prices.

Learn More
Order Ahead: Cakes & Party Trays
Pharmacy
Restaurants
Business Center
Gift Cards

**Customer Service**

Contact Us
Feedback
Help & FAQs
Coupon Policy
Refund Policy
Product Recalls

**More from H-E-B**

Primo Picks
Recipes & Cooking
Emergency services

Whether it’s a brain tumor, a heart attack, or the onset of a stroke, the need for medical emergency care can happen at any time. So it’s good to know that highly experienced emergency experts are available around the clock at Frio Regional Hospital, should you ever need their help.

A wide range of emergency care
Our f rio hospital is equipped to treat patients of all ages in a vast range of emergency situations. And we are prepared for many conditions and symptoms—from broken bones to severe pain. There are even some situations we see in the emergency room:

- Stroke. Get to the hospital (the time of stroke is key). Our team offers life-saving drugs that can help limit permanent disability.
- Pediatric emergencies. Members of our emergency team are certified in pediatric advanced life support, so your child is in good hands.
- Trauma. Injuries from car crashes or other accidents are among the issues we’re qualified to treat.
- Tornado. We have a trained team to handle trauma from tornadoes.
- Rattlesnake bites. Antivenom medication is available in our hospital, along with monitoring and medical assessments, to help you recover.
- Heart attack. Emergency medicines can help reduce injury to the heart muscle when given early.

We offer prompt assessment and proper medication management.

We have state-of-the-art services to treat you closer to home and provide advanced care.

High-tech emergency telemedicine
Our Hospital uses today’s technology to diagnose and treat you quickly in an emergency. One example is our telemedicine partnership. It brings the best in stroke care to our town. Remote specialists use a telemedicine “robot” in our emergency room to evaluate suspected stroke patients, who may be candidates for stroke-stopping medicines. That allows you to work with an expert, without ever leaving f rio.

We also offer telemedicine services for other conditions, including pediatric care, general surgery, cardiology, and more. Other equipment and services include a rapid CT imaging scanner and on-site lab testing.

Emergency care from a very experienced team
When you are seriously ill or injured, you shouldn’t have to worry and wonder. At f rio regional hospital, you can feel confident. You’ll receive high-quality care based on solid research findings and backed by clinical knowledge.

In fact, our dedicated team brings more than 25 years of professional experience in emergency medicine. Supporting our highly qualified doctors are registered nurses with special certifications in trauma, stroke, neonatal resuscitation and advanced cardiac life support.

Friendliness you’d expect from your community hospital
The experts in our emergency room will treat you with kindness and compassion. We are family, you might say. After all, we’re members of the same community as Frio Regional Hospital. Should you ever need us, our emergency department is here to serve you.

If you are experiencing a medical emergency, call 911. So emergency medical services can take you to the nearest emergency room.

If you have other questions about the emergency services provided at Frio Regional Hospital, let us know. We can be reached at 830.334.3617 or email us at info@friohealth.com.

Quick links
Patients and visitors
- Find a provider
- Terms and policies
- Privacy information
- Your bill
  - Financial assistance
- Patient portal

Our services
- Billing center
- Emergency services
- ENT surgery
- Home health care
- Laboratory services
- Pain management
- Radiation therapy
- Rehabilitation

Connect
- Newsletter
- E-newsletters
- Contact us

Helpful resources
- Classes & events
- Find a provider

Contact us
- Frio Regional Hospital
  - 200 IH 35 South
  - Pearsall, TX 78061
  - Phone: 830.334.3617
  - Fax: 830.334.9800

Related topics
- Emergencies
- Heart attack
- Stroke

Health tools
- Are you at risk for a heart attack?
- Are you at risk for stroke?
- Are you at risk for diabetes?
Operation Details

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

Operation Number: 138682
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Sunshine Day Care Center
Location Address: 507 E SAN ANTONIO ST
PEARSALL, TX 78061
Mailing Address: P O Box 243 P O Box 243
Pearsall, TX 78061
Phone Number: 830-334-8727
County: Frio
Website Address: sunshine.daycare12@yahoo.com
Email Address: sunshine.daycare12@yahoo.com
Administrator/Director Name: Erica Gonzales
Second Director Name: Vanesa Kinsey
Type of Issuance: Full Permit
Issuance Date: 1/29/1987
Permit Renewal Due By Date: 1/29/2021
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 07:30 AM - 05:30 PM
Days of Operation: Monday - Friday
Total Capacity: 85
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Three Year Inspection Summary

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

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

- In the last three years, Licensing conducted the following:
  - 4 - Inspections
  - 0 - Assessments
  - 2 - Self Reported Incidents
  - 0 - Reports

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

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

Three Year Compliance Summary

- During the last three years, 1799 standards were evaluated for compliance at this operation.

- Of the standards evaluated 1 deficiency was cited.

Click on the number of deficiencies to see additional details.

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

- The weights of the standard deficiencies cited in the past three years are as follows:
  - 0 were weighted as High
  - 0 were weighted as Medium - High
  - 1 was weighted as Medium
  - 0 were weighted as Medium - Low
  - 0 were weighted as Low

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

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

Library

Features
- ADA Accessible
- Audio / Visual Connection
- Chairs
- DVD
  - Internet
- Meeting Room
- Microwave
- Parking
- Projector
- Projector Screen
- Refrigerator
- Restrooms
- VCR
- Water
- Wi-Fi

Contact
David Medrano
830-334-2496

Hours
M - F 9:00 AM — 5:45 PM
Sat Closed
Sun Closed

Rating
This facility has not yet been rated.

Availability

<table>
<thead>
<tr>
<th></th>
<th>Sun 1/27</th>
<th>Mon 1/28</th>
<th>Tue 1/29</th>
<th>Wed 1/30</th>
<th>Thu 1/31</th>
<th>Fri 2/1</th>
<th>Sat 2/2</th>
</tr>
</thead>
<tbody>
<tr>
<td>9am</td>
<td>Closed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pidgeotto coming in for a landing
Polo Patino Park is conveniently located on the west side of town. The park is nestled under an abundant amount of mature trees with lots of open space for gatherings and family-fun activities.

HOURS
Sunday - Thursday
6 a.m. - 10 p.m.
Friday
6 a.m. - Midnight
Saturday
6 a.m. - 1 a.m. (Sunday) COMING SOON
Skate park and splash pad coming in time for summer - stay tuned for updates!

PARK USE
Patino Park is available daily to the public but can also be reserved for small to big gatherings. The park has been reserved for:
• Basketball tournaments
• Birthday parties
• Church festivals
• Family reunions
• Fundraisers
• Political rallies
• Tennis tournaments

RESERVATIONS To reserve the park, you must first obtain a General Use Park Permit (PDF) and the Special Event Request Form (PDF). Submit the forms to City Hall between the hours of 8 a.m. to 4:30 p.m. Please allow 2 weeks for approval and processing. Pearsall Rules and Regulations can also be downloaded for your convenience.

Features
- Barbeque Pit
- Covered Basketball Court
- Picnic Tables
- Playground
- Restrooms
- Tennis Court
City Hall is located at:
215 S Ash Street
Pearl, TX 78061
ALCOHOL RESTRICTIONS Restrictions on sale and use of alcoholic beverages in parks between the following:

- Sunday - Thursday
  Noon - 10:00 p.m.

- Friday
  Noon - Midnight

- Saturday
  Noon - 1:00 a.m. (Sunday)

Availability

Subscribe to Calendar Updates

Sun  Mon  Tue  Wed  Thu  Fri  Sat
6  7  8  9  10  11  12
13  14  15  16  17  18  19
20  21  22  23  24  25  26
27  28  29  30  31
Moreno Park is the perfect place to spend the day with family and friends. A cozy park situated on Brazos Street, Moreno Park can host family parties, fundraising events or just a day out with the kids.

HOURS
Sunday - Thursday
6 a.m. - 10 p.m.
Friday
6 a.m. - Midnight
Saturday
6 a.m. - 1 a.m. (Sunday) PARK USE

Moreno Park is open daily to the public, but can also be reserved to be used for small to medium-sized gatherings. The park has been reserved for:
- Birthday parties
- Family reunions
- Fundraisers
- Political rallies

The Large brick Barbecue Pit can hold hundreds of pieces of chicken and works well for catering events or barbeque plate sales.

RESERVATIONS To reserve the park, you must first obtain a General Use Park Permit (PDF). Submit the forms to City Hall between the hours of 8 a.m. to 4:30 p.m. Please allow 2 weeks for approval and processing. Pearsall Rules and Regulations can also be downloaded for your convenience.

City Hall is located at:
215 S Ash Street
Pearsall, TX 78061

ALCOHOL RESTRICTIONS Restrictions on sale and use of alcoholic beverages in parks between the following hours:
Sunday - Thursday
Noon - 10:00 p.m.
YOU GIVE THEM THE FUTURE
when you include Meals on Wheels San Antonio in your planned giving, you strengthen the community by making sure we’re here to deliver more than a meal for years to come.

WAYS TO GIVE
Help ensure no senior is left behind.

LEARN MORE

BODY & SOUL
Find out how Meals on Wheels offers more than a meal.

LEARN MORE

VOLUNTEER
Volunteer with us and see/feel an immediate impact.

LEARN MORE

WHY MEALS ON WHEELS?

The number of seniors in our country will grow exponentially in the coming years. Meals on Wheels is a proven public-private partnership that effectively addresses the challenges of aging by promoting health and improving quality of life for our nation’s most vulnerable seniors. By leveraging the existing Meals on Wheels Network, we have the opportunity to not only keep seniors at home, where they want to be, but also save billions in tax dollars by keeping them out of more costly healthcare alternatives. Find out how Texas stands up....

LEARN MORE
Ms. Carpenter,

Yes, we deliver meals to isolated people with disabilities and older adults. How may I be of service?

Regards,
Martha Schoenewe
Director
Meals on Wheels San Antonio

On Feb 10, 2019 8:00 PM, Alyssa Carpenter <ajcarpen@gmail.com> wrote:

Dear Ms. Schoenewe:

Do you operate a Meals on Wheels program for home-delivered meals for seniors in Pearsall TX? Thank you!

Regards,

Alyssa Carpenter
2019 HTC Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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.

Please submit an updated title commitment that documents the correct ownership of the property to be conveyed by Pearsall Manor Senior Citizens Housing, Ltd.

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 §11.201(7)(B) of the 2019 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 2019 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 11.1(h) of the 2019 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 Wednesday, May 1, 2019. 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.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

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)).
19356 Pine Hills Estates I & II
Full Application Deficiency Response #3 050719

1. Please see the updated Title Commitment for Pearsall with the correct ownership of the property.
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

TITLE HOUSTON HOLDINGS COMPANY

Authorized Countersignature

For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER
1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT
1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS
1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
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.

<table>
<thead>
<tr>
<th>TEXAS TITLE INSURANCE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title insurance insures you against loss resulting from certain risks to your title.</strong></td>
</tr>
<tr>
<td><strong>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.</strong></td>
</tr>
<tr>
<td><strong>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</strong></td>
</tr>
<tr>
<td><strong>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la poliza 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.</strong></td>
</tr>
</tbody>
</table>

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:

- **EXPECTATIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

- **Request amendment of the “area and boundary” exception (Schedule B, paragraph 2).** To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- **Allow the Company to add an exception to “rights of parties in possession”.** If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

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

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes — to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
<td>Yes, we don’t share</td>
</tr>
<tr>
<td>For non-affiliates to market to you.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate.

SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services we provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: April 22, 2019, 8:00 am

Commitment No. _______________________, issued May 7, 2019, 8:00 am

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: PROPOSED INSURED: PINE HILLS ESTATES, LP
   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: PINE HILLS ESTATES, LP
   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:
   PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD.

4. Legal description of land:
   Lot 1, Block 1, JOHNSON ADDITION to the City of Pearsall, Frio County, Texas, according to the plat thereof recorded in Envelope 60, Side 2, Map Records of Frio County, Texas.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

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

   Envelope 60, Side 2, Map Records of Frio County, Texas; Volume 817, Page 227; Volume 827 Page 244; Volume 830, Page 241; Volume 836, Page 432; and Volume 838, Page 169, Official Records of Frio County, Texas. (Any unlawful discriminatory provisions based on race, color, religion, sex, handicap, familial status or national origin are hereby 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 the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
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. 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 interests that are not listed.

b. All terms, conditions, and other matters, including all rights, covenants, agreements, stipulations, easements, building setback lines, and dedications, as set forth in those documents referenced in Item One of Schedule B or in the description of the Land on Schedule A.

c. Rights of Parties in Possession. (Owner's Title Policy only) (This exception may be deleted or amended, at the request of the proposed insured, upon a physical inspection of the Land and payment of the related inspection costs and fees incurred.)

d. Rights of tenants, and assigns, as tenants only, under currently effective lease agreements. (This exception may be deleted or amended, at the request of the proposed insured, upon receipt of an acceptable affidavit for review, disclosing all outstanding leases or rental agreement, receipt of a certified rent roll, if applicable, and verification that outstanding leases or rental documents do not include private rights in the Land, such as purchase options or rights of first refusal.)

e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (This exception may be deleted or amended, at the request of the proposed insured, upon receipt of an acceptable survey for review, and subject to additional exceptions or requirements.)

f. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

TITLE INSURANCE MATTERS AND COVERAGES AVAILABLE TO YOU:

SURVEY COVERAGE: The standard survey exception included in Item Two of Schedule B of both the Owner's Title Policy and the Loan Title Policy excludes from coverage certain losses related to discrepancies or conflicts in boundary lines, encroachments or protrusions, and overlapping improvements. This exception may be amended to state only, "shortages in area" and, as such, extend coverage for certain survey-related issues. To make this amendment, the Company requires for review an acceptable survey of the property completed by a Registered Professional Land Surveyor, certified to the Company and the insured, identifying access to the property, together with related easements, building setback lines and other encumbrances, if any. Upon review, the Company may make additional requirements or exceptions. A prior survey may be acceptable, if the prior survey meets the underwriting requirements of the Company and is submitted with a current T-47 Residential Real Property Affidavit (or similar affidavit for non-residential properties). Company will also require payment of the additional premium (5% of the Basic Rate for qualified residential property where the proposed insured is a natural person or 15% of the basic Rate for all other property or where the proposed insured is not a natural person, with a $20 minimum, for the Owner's Title Policy or $0 for the Loan Title Policy).

RESTRICTIONS, ENCROACHMENTS, MINERALS ENDORSEMENT (T-10.1): This endorsement is available for the Owner's Title Policy and is a valuable extension to the coverage provided by amending the survey exception, as described above. This endorsement may be issued simultaneously with the standard survey amendment, upon payment of the additional premium (5% of the Basic Rate for qualified residential property or 10% of the Basic Rate for all other property, with a $50 minimum), provided the above requirements for the survey amendment are satisfied. (Note: For property that is not qualified residential property, the endorsement may be issued separately for 15% of the Basic Rate, with a $50 minimum).
MINERALS AND SURFACE DAMAGE ENDORSEMENT (T-19.2 or T-19.3): This endorsement is available for the Owner's Title Policy and the Loan Title Policy and is a valuable extension of the coverage provided by the standard policy. This endorsement extends coverage for certain mineral-related issues involving surface damage and may be issued upon payment of the additional premium ($50 for the Owner's Title Policy or $0 for the Loan Title Policy), provided the underwriting requirements for the Company are satisfied, unless you advise the Company prior to closing that you reject this coverage. (Note: Form T-19.2 will be issued for property of any size that is improved or intended to be improved for office, industrial, retail, mixed or multi-family purposes, and for property of one acre or less that is improved or intended to be improved for one-to-four family residential purposes. For all other properties, Form T-19.3 will be issued.)

TAX MATTERS: The standard tax exception included in the Loan Title Policy may be amended to include, "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2019 are not yet due and payable," upon payment of the additional premium ($5) and upon receipt of satisfactory evidence showing if property taxes for the current year are due and payable. Additionally, the standard tax exception may be amended to delete specific language related to rollback taxes, upon payment of the additional premium ($20) and upon receipt of satisfactory evidence showing if all property taxes for prior year have been paid and that the property is currently not being appraised based on agricultural valuation or is otherwise subject to rollback taxes.

DELETION OF ARBITRATION: The title insurance policy contemplated by this transaction contains an arbitration provision. It allows the insured or the Company to require arbitration, if the amount of insurance is $2,000,000 or less. If the proposed insured identified on Schedule A desires to retain the right to sue the Company in case of a dispute over a claim, the proposed insured must request deletion of the arbitration provision before the policy is issued. If you are the proposed insured on a T-1 Owner's Title Policy, please notify the Company in writing at or prior to closing. If you are the proposed insured on a T-2 or T-2R Loan Title Policy, please inform the Company in writing through your Loan Closing Instructions. (Note: The T-IR Texas Residential Owner's Title Policy does not contain a mandatory arbitration provision but contains only a permissive arbitration provision.)

PRIVACY POLICY: The information contained in this Commitment may include information that is confidential and is intended only for the attention and use of the proposed insured. You are hereby notified that any disclosure, copying, or distributing of the information provided in this Commitment is prohibited, including reliance on the information for transactions conducted by third parties outside of the Company.

ITEMS TO REMEMBER FOR YOUR CLOSING:

All parties are required to be present at closing. If any party is unable to be present at closing, the Company requires advance notice in order to acquire the necessary approval and to make the appropriate accommodations (i.e., use of mobile notary, power of attorney, etc.).

All parties are required to provide a valid and unexpired photo identification legally acceptable for use by a Texas notary. Acceptable forms of identification are those provided by the federal government or the government of any state within the United States, including the following: (1) domestic driver's license, (2) military identification card, (3) permanent resident card ("green card") or (4) domestic passport. As well, a foreign passport may be acceptable, however, other kinds of foreign identification documents are not acceptable (for example, a consular identification card, or matricula, issued by a Mexican Consulate cannot be used by a Texas notary).

All title holders are required to provide their taxpayer identification number (i.e., Social Security Number, Employer Identification Number, or an assigned Individual Taxpayer Identification
Continuation of Schedule C

Number) for any resale transaction, in order for the Company, as the settlement agent, to make the required reports to the Internal Revenue Service or to document non-reporting criteria for qualified residential property.

All funds deposited with the Company for closing are required to be "good funds," as defined by the Texas Department of Insurance. Acceptable forms of deposited funds include: (1) a certified, cashier's, or teller's check, (2) wire transfer of funds through the FEDWIRE system (note: an ACH transfer cannot be accepted), (3) State of Texas warrants, (4) checks from a city or county government located within Texas, or (5) personal check of less than $1,500.

INTENDED USE OF THIS COMMITMENT:

This commitment was prepared based upon the assumption that the subject transaction is a "Split Exam/Evidence." Names of the proposed purchasers and/or borrowers, not currently identified as a record title holder on Schedule A and not provided to the Company, have not been searched for adverse matters. If the Company is being asked to issue a policy of title insurance, please confirm that all details about the transaction, including the names of the proposed purchasers and/or borrowers, are forwarded for review. Unless otherwise updated with relevant closing requirements, the commitment provided here is not to be used for closing on construction loans or cash-out transactions. If necessary details about the transaction are not provided to the Company or if the transaction is "flipped" to another party, the Company reserves the right to decline issuance of a policy unless the transaction is resubmitted to the examination department. The Company must reexamine the tile and may make additional exceptions or requirements based on the additional information provided.

GENERAL CLOSING REQUIREMENTS:

5. Deed of Trust executed by Pearsall Manor Senior Citizens Housing, Ltd. to Robert C. Bopper, Trustee, dated March 17, 1993, filed for record on March 17, 1993, and recorded in Volume 791, Page 330, of the Official Public Records of Frio County, Texas, securing Farmers Home Administration in the payment of one note of even date therewith in the principal sum of $930,310.00, due and payable and bearing interest as therein provided.

6. Company requires the payment of all property taxes and assessments, including any penalties and interest, due and payable at closing.

7. Company requires the payment of all property association fees, including any penalties and interest, due and payable at closing, if any.

8. Company requires a waiver of inspection from the proposed insured. (Owner's Title Policy only)

9. Company requires an acceptable Affidavit of Debts, Liens, Possession and Use from each title holder disclosing all outstanding claims or interests against the property, including any tenants or other parties in possession of the property, as well as outstanding claims against the title holder, including any lawsuits or creditor's issues. Company must review and approve all disclosed matters prior to closing.

10. With respect to Pearsall Manor Senior Citizens Housing, Ltd. ("Entity"), Company requires verification that the Entity is in good standing with the Secretary of State for the state where the Entity was formed, together with all formation and organizational documents for review, and evidence of payment of all franchise taxes, if any. Company also requires a closing resolution, or similar document, signed by the appropriate individuals for the Entity that both authorizes the subject transaction and names the individuals authorized to sign documents on behalf of the Entity at closing.
24-MONTH CHAIN OF TITLE (FOR INFORMATIONAL PURPOSES ONLY):

Company finds the following Deeds that affect title to the subject property and that were filed within the last 14 months in the official public records of the county where the property is located:
none

PLEASE CLICK HERE TO ACCESS ALL SUPPORTING DOCUMENTS

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the company to require arbitration if the amount of insurance is $2,000,000.00, or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. (APPLIES TO T-1 AND T-2 POLICIES ONLY)
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. TH19204915-H

Effective Date: April 22, 2019, 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:

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel.

As to (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

A. The names of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:
Continuation of Schedule D

Title Houston Holdings, LLC (General Partner and Limited Partner)
Title Houston Investors, LLC (Limited Partner)

B. Each 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 that will receive a portion of the premium are as follows:

(THH Management, LLC)
John H. Duncan, Jr.,
Frank A. Vandiver

(Title Houston Investors, LLC)
Bar Cross Ltd.
CarsamCapital LP
San Ysidro Holdings LP

C. The following persons are officers and directors of the Title Insurance Agent:

Officers:
President- Frank A. Vandiver
Chairman, Vice President and Secretary - John H. Duncan, Jr.

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:

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>Loan Policy</th>
<th>Endorsement Charges</th>
<th>Other</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<tbody>
<tr>
<td>15.00%</td>
<td>STEWART TITLE GUARANTY COMPANY</td>
<td>Underwriting Fee</td>
</tr>
</tbody>
</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."
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 Titulo 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 of 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 (800) 729-1900 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

________________________________ _______________________________
SIGNATURE 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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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.

Please submit an updated title commitment that documents the correct ownership of the property to be conveyed by Pearsall Manor Senior Citizens Housing, Ltd.

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 §11.201(7)(B) of the 2019 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 2019 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 11.1(h) of the 2019 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 Wednesday, May 1, 2019. 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.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

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)).
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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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. Title commitment of Pearsall states Jean Johnson as a separate owner. Explain omission Johnson’s omission from contracts.
2. Submit explanation of process used to notify and consult with tenants in preparing the application.
3. Regarding Devine, there must be a minimum of 1 van accessible parking space (APS) at the office and amenity building (O&A). There must be a minimum of 3 APSs including 1 van APS in the parking lot that serves the units. Please revise the site plan and Tab 23c certification, accordingly. Explanation: Because the O&A parking spaces (PSs) are on the street and must be accessed by driving out of the parking lot that serves the units, the accessible parking spaces that serve the development are in two discrete facilities. The O&A lot of 4 PSs requires 1 APS that must be a van APS. The lot that serves the units (34 PSs) requires 2 APSs (5% of the unit count) plus 1 APS (2% of the PSs that are in excess of 1 per unit), for a total of 3 APSs.

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 §11.201(7)(B) of the 2019 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 2019 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 deficiencies must be corrected or clarified by 5 pm Austin local time on Tuesday, April 23, 2019. 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.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

*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)).*
19356 Pine Hills Estates I & II
Full Application Deficiency Response #2 4/22/19

1. Please see the attached letter regarding Jean Johnson’s name on the Pearsall title commitment as well as a contract amendment regarding this issue. We believe that this item is within the legal and financial ability of the Development Owner to address without delaying development on the timeline contemplated in the Application.

2. The tenants currently residing at each property were made aware of the proposed rehab work that could potentially occur if the pending LIHTC Application were eventually selected for funding. During the preparation of the Application, multiple inspections took place onsite and notice and the reason for the inspections was relayed to the tenants. Development Resource Partners (DRP) was also engaged to lead the relocation process and be the main point of contact for the tenants currently in place. DRP will continue to consult directly with the tenants to address any concerns that may arise at any point in the development process.

3. Per your guidance, please find a revised Site Plan for Devine that has one (van) accessible parking space at the community building and three total accessible spaces in the unit parking area, one of which is now a van accessible space. The accessible parking calculation form has been modified to indicate 2 van accessible spaces at the development.
TDHCA
Attn: Ben Sheppard

Re: 19356; Pearsall Senior Housing
    Applicant: Pine Hills Estates, LP ("Applicant")
    9% Application Deficiency Notice

You have asked for an explanation of why the purchase and sale agreement between Pearsall Manor Senior Citizens Housing, Ltd. ("Owner"), and Applicant (the "PSA"), omits Jean Johnson ("Johnson") as a selling party. The title work submitted to you by Applicant reflects the property being sold is owned by Owner and Johnson. This letter sets forth that explanation.

**Deed Contained Error.** The 1992 vesting deed by which Owner took title to the property contained an error. The deed’s granting clause recited the grantee of the property as “Pearsall Manor Senior Citizens Housing, Ltd., and Jean Johnson, General Partner.” We can only assume that whomever drafted the vesting deed misunderstood Owner’s signature block and captured Johnson’s name within the granting clause since she was the actual individual signing documents on behalf of Owner. No other documents we can locate indicate that Johnson is a co-owner of the property, including the current USDA deed of trust encumbering the property. We believe TDHCA’s tax credit file and LURA associated with this project will reflect the same. It was clearly no one’s intent at the time of 1992 closing or any time since that the property be owned jointly by Owner and Owner’s general partner.

**Owner Has Agreed to Clear Title.** To ensure there are no doubts about ownership, Owner has agreed to do all things necessary to ensure that Owner delivers title to the Project to Applicant free and clear of any possible third-party claims. Owner’s principal is already in contact with Johnson’s estate executrix to coordinate delivery of the necessary documentation. Additionally, Owner’s general partner is also delivering a quitclaim deed of the property to Owner.

We expect this will be satisfactorily resolved in the coming week or two and will provide you documentation as soon as it’s received. If you have any questions or need anything further, please do not hesitate to call.

Thank you,

Ryan Hamilton
AMENDMENT TO OPTION AGREEMENT
(Pearsall)

THIS AMENDMENT TO OPTION AGREEMENT (this “Amendment”) is entered into as of April 19, 2019, by and between PINE HILLS ESTATES, LP, a Texas limited partnership (“Buyer”), and PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD., a Texas limited partnership (“Owner”).

RECITALS:

A. Buyer and Owner are parties to that certain Option Agreement dated effective as of January 8, 2019 (the “Agreement”), pursuant to which Owner granted to Buyer and Buyer obtained from Owner an option to purchase that certain real property located in Pearsall, Frio County, Texas (as more particularly described in the Agreement, the “Property”).

B. The deed by which Owner took title referenced, as a co-Grantee, an individual named Jean Johnson (“Johnson”) in her capacity as “General Partner.” Johnson was never intended to be a co-owner/co-grantee of the Property with Owner. Johnson was merely a signatory on behalf of Owner’s general partner, which capacity was mistakenly recited in the granting clause of the deed, making Johnson appear as if she were a grantee of the Property. The vesting deed’s reference to Johnson in her capacity as general partner was in error. Johnson is deceased.

C. The parties desire that Owner obtain the necessary documentation to clarify title to the Property.

For and in consideration of the premises, promises, covenants, agreements and conditions contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise expressly defined herein shall have the meanings given to them in the Agreement.

2. Covenant to Clarify Title. The Amendment is hereby amended to include the following additional terms and provisions:

   a. Owner hereby covenants and agrees to obtain as soon as possible (but no later than 30 days prior to the Closing Date) from the executrix or personal representative of Johnson’s estate any and all clarifying documents and instruments and to take such further action as Buyer deems necessary to clear the Property of any claims by Johnson or her estate (including, without limitation, a certified copy of the will, an application to admit the will to probate, an order admitting the will to probate, an executor’s deed and/or deeds from heirs). Additionally, Owner’s general partner hereby agrees to execute a quitclaim deed to Owner, conveying any interest in the Property that may be held by such general partner.
b. Owner hereby reaffirms its agreement with Buyer to convey title to the Property to Buyer free and clear of any adverse claims by the estate of Johnson.

3. Amendment Prevails. The provisions of this Amendment shall be made a part and incorporated into the provisions of the Agreement as if fully set forth therein. Notwithstanding any provision in the Agreement that may be inconsistent with or contradict any provision of this Amendment, the provisions of this Amendment shall prevail over any such provisions in the Agreement.

4. Ratification. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its original terms.

5. Counterparts. This Amendment may be executed by counterparts, each of which shall be deemed an original, and together the counterparts, when taken together, shall comprise the Amendment. Any counterpart may be executed and delivered by facsimile or other electronic transmission.

[Signature Page Follows]
EXECUTED effective as of the date first above written.

OWNER:

PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD.,
a Texas limited partnership

By: Megan Asset Services, LLC,
a Kansas limited liability company,
its general partner

By: [Signature]
Gary L. Maddock, Manager

BUYER:

PINE HILLS ESTATES, LP,
a Texas limited partnership

By: Pine Hills Estates GP, LLC,
a Texas limited liability company
its general partner

By: [Signature]
Name: Kenneth E. Hamilton
Title: Managing Member
TOTAL UNITS - 32 UNITS
26 - 1 BEDROOM UNITS
  1 - 1 BEDROOM HC UNIT
  1 - 1 BEDROOM HV (HEARING/VISUAL) UNIT
  3 - 2 BEDROOM UNITS
  1 - 2 BEDROOM HC UNIT

BUILDINGS 1 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 2 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 3 -
(1) 2 BEDROOM HC UNIT @ 801 SQ.FT = 801 SQ.FT.
(3) 2 BEDROOM UNIT @ 801 SQ.FT. = 2,403 SQ.FT.
TOTAL UNITS = 3,204 SQ.FT.

BUILDINGS 4 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 5 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 6 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 7 -
(3) 1 BEDROOM UNIT @ 636 SQ.FT. = 1,908 SQ.FT.
(1) 1 BEDROOM HC @ 636 SQ.FT. = 636 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

BUILDINGS 8 -
(1) 1 BEDROOM HV @ 636 SQ.FT. = 636 SQ.FT.
(3) 1 BEDROOM UNIT @ 636 SQ.FT. = 1,908 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.

COMMUNITY BLDG @ 1,307 SQ.FT

NOTES:
1. PROJECT BUILT IN 1992 THEREFORE MAKING WHOLE SITE ACCESSIBLE UNDER THE FAIR HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN MAP THIS PROPERTY IS NOT IN THE FLOOD PLAIN AND NO FLOOD PLAIN DETENTION OR MITIGATION IS REQUIRED.
3. THE SITE PLAN AS PRESENTED MEETS ALL LOCAL PARKING REQUIREMENTS.
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.

ADA Design Manual, Ch. 2, Sec. 208: [ ADA Design Manual, Ch. 2, Sec. 208: ]

Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Community Bldg</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1
**Accessible Parking for Residential Units**

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

**Enter the information indicated below.**

Total dwelling Units in the Development: 32
Total surface parking spaces: 38
Total carports: 0
Total garages: 0
Total parking spaces of all types: Calculated from above: 38
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 1
Total of all types of parking spaces that serve dwelling units: Calculated from above: 37
APSSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 2
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 5
APSSs required in excess of one per mobility accessible unit: Calculated from above: 1

**Total APSs required (including dwelling units and facilities/amenities):**

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 4
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

**APSs that Must Be Van Spaces**

**Total Van APSs required, including all types of spaces:**

Minimum number of surface parking spaces that must be van APSs: Calculated from above: 2
Minimum number of carports that must be van APSs: Calculated from above: 2
Minimum number of garages that must be van APSs: Calculated from above: 0

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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

**Date:** 4/16/2019
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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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. Title commitment of Pearsall states Jean Johnson as a separate owner. Explain omission Johnson’s omission from contracts.

2. Submit explanation of process used to notify and consult with tenants in preparing the application.

3. Regarding Devine, there must be a minimum of 1 van accessible parking space (APS) at the office and amenity building (O&A). There must be a minimum of 3 APSs including 1 van APS in the parking lot that serves the units. Please revise the site plan and Tab 23c certification, accordingly. Explanation: Because the O&A parking spaces (PSs) are on the street and must be accessed by driving out of the parking lot that serves the units, the accessible parking spaces that serve the development are in two discrete facilities. The O&A lot of 4 PSs requires 1 APS that must be a van APS. The lot that serves the units (34 PSs) requires 2 APSs (5% of the unit count) plus 1 APS (2% of the PSs that are in excess of 1 per unit), for a total of 3 APSs.

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 §11.201(7)(B) of the 2019 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 2019 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 11.1(h) of the 2019 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 Tuesday, April 23, 2019. 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.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

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)).
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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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.

. Tab 11, Site Acreage – The acreage in the Appraisal is different from the acreage entered on the exhibit. There was no explanation for the differences put in the explanation box. Revisit this exhibit.

. Tab 13, Seller – The seller was different on Pearsall’s entry, than on their purchase contract. Correct the exhibit.

. Tab 12, Title Commitment vs Exhibit A (Pearsall) – The legal descriptions are not comparable because they are in different formats so I can’t determine that they match. Correct this.

. Tab 12, Survey/Plat – I did not find a survey or plat for either site. Please clarify.

. Tab 20, Assisted Units/Rent Schedule – There aren’t any units marked, on the Rent Schedule, indicating that they are receiving the RD rental assistance. Please clarify.

. Tab 22, Site Plan – The unit mix chart for Pearsall doesn’t show the HV unit.

. Tab 22, Site Plan, Both – The site plans are both missing detention ponds, or statements that none are required, what the local parking requirement is for each and the accessible routes on each site.

. Tab 22, Building Plans – The building plans do not show the square footage totals for breezeways and patios, where applicable. Please clarify.

. Tab 22, Unit Plan – The 2brm HC unit in Devine appears to show the linen closet over half of the bathtub. Please look at that and update it, if this is actually wrong and explain it if it’s correct.

0. Tab 26, Annual Operating Expense – The forms for Pines Combined and Pines I, shows “Describe” in places that need to be itemized.

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 §11.201(7)(B) of the 2019 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 2019 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 11.1(h) of the 2019 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 April 10, 2019. 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).

*Elizabeth Henderson*
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)).
19356 Pine Hills Estates I & II  
Full Application Deficiency Response 4/9/19

1. Please find the revised Tab 11 with an explanation for the slightly different acreages stated in the Appraisals.

2. Please find the revised Tab 13 correcting this item.

3. In response to this deficiency item, the attached contract amendment has been executed to clarify the legal description.

4. Per our email exchange, we understand this item has been withdrawn.

5. Please see the revised Rent Schedule showing the Rental Assistance units available at each property. Please note that USDA RD Rental Assistance units are not tied to any particular unit or unit type. Instead they are purposefully designed to “float” to any unit within the development. Therefore, any of the units could potentially be subsidized units at some point during the life of the project. This “floating” system is preferred, as it allows for on-site management to utilize the RA units available in the best manner for the given tenant structure at that time.

6. Please see the revised Site Plan for Pearsall that includes the HV unit in the unit mix chart.

7. Please see revised Site Plans with notes regarding detention, parking, and accessible routes.

8. Please see the revised building plans with square footage totals for breezeways and patios, where applicable.

9. Please see the revised 2-bedroom HC unit for Devine. The linen closet will need to be removed to provide space for the HC bathroom. Please see note about walls.

10. Please see the revised Tab 26.
1. **Site Acreage**

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

   - **Site Control:** 2.99 and 3.05
   - **Site Plan:** 2.99 and 3.05
   - **Appraisal:** 3.00 & 3.06
   - **ESA:** NA

   (*) 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:**

   Devine is 2.99 acres and Pearsall is 3.059 acres. Appraisals rounded acreages up. ESA not required for USDA applications.

2. **Site Control [10 TAC §11.204(10)]**

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

<table>
<thead>
<tr>
<th>Scattered Site, See Tab 13</th>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

   If "Yes," please explain:

   If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   **Site Control is in the form of:**

   - [x] Contract for sale.
   - [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [ ] Contract for lease.
     - **Expiration of Contract or Option:** 12/31/20
     - **Anticipated Closing Date:** 6/31/20
   - [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [x] The Property has the following encumbrance(s):

   **TDHCA HTC LURA**
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

   If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

   - Evidence of an easement, leasehold, or similar documented access; and
   - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easements

4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

   Development qualifies for the boost for:

   - Qualified Census tract that has less than 20% HTC Units per household
   - New Construction or Adaptive Reuse 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.†*
     †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
     * Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments
   - Development is located in a Small Area Difficult Development Area (SAI)
   - 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 includes an additional 10% of units at 30% AMI. (**Competitive HTC only**)
     *Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.
   - Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (**Competitive HTC only**)
   - Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (**Competitive HTC only**)

   **If a revised form is submitted, date of submission** 4/8/19
### 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 acreages, provide a reconciliation.*

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>112 Dixon Dr</td>
<td>&quot;Devine&quot;</td>
<td>3</td>
<td>6/14/05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Maddock</td>
<td>Devine Manor Senior Citizens, Ltd.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</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>2900 N Government Way, #88</td>
<td>Coeur d'Alene, ID 83815</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>2900 N Government Way, #88</td>
<td>Coeur d'Alene</td>
</tr>
</tbody>
</table>

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

No

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

No

If yes above, describe

NA

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Legal Description</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 112 Dixon Dr</td>
<td>Lots 5,6,7,8 Bick 4 NCB 196</td>
<td>2.99 Acres</td>
</tr>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<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>600 Berry Ranch Rd</td>
<td>&quot;Pearsall&quot;</td>
<td>3.1</td>
<td>6/14/05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Maddock</td>
<td>Pearsall Manor Senior Citizens Housing, Ltd.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</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>2900 N Government Way, #88</td>
<td>Coeur d’Alene, ID 83815</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>2900 N Government Way, #88</td>
<td>Coeur d’Alene</td>
</tr>
</tbody>
</table>

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

No

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

No

If yes above, describe

NA

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Legal Description</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 600 Berry Ranch Rd</td>
<td>Lot 1 Block 1 Johnson Addition</td>
<td>3.06 Acres</td>
</tr>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission 4/8/19
FIRST AMENDMENT TO OPTION AGREEMENT

THIS FIRST AMENDMENT TO OPTION AGREEMENT (this "Amendment") is entered into as of April 6, 2019, by and between PINE HILLS ESTATES, LP, a Texas limited partnership ("Buyer"), and PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD., a Texas limited partnership ("Owner").

RECITALS:

A. Buyer and Owner are parties to that certain Option Agreement dated effective as of January 8, 2019 (the "Agreement"), pursuant to which Owner granted to Buyer and Buyer obtained from Owner an option to purchase that certain real property located in Pearsall, Frio County, Texas (the "Property"). The Agreement was assigned to Buyer by the original buyer under the Agreement.

B. The legal description of the Property described on Exhibit A of the Agreement was in a metes and bounds format, but the Property has been platted.

C. Buyer and Owner desire to amend the Agreement to revise the legal description of the Property to clarify any uncertainty as to the Property subject to the Agreement.

For and in consideration of the premises, promises, covenants, agreements and conditions contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Buyer hereby agree as follows:

1. Defined Terms. Capitalized terms not otherwise expressly defined herein shall have the meanings given to them in the Agreement.

2. Amendment to Legal Description of the Property. Exhibit A of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

3. Amendment Prevails. The provisions of this Amendment shall be made a part and incorporated into the provisions of the Agreement as if fully set forth therein. Notwithstanding any provision in the Agreement that may be inconsistent with or contradict any provision of this Amendment, the provisions of this Amendment shall prevail over any such provisions in the Agreement.

4. Ratification. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its original terms.

5. Counterparts. This Amendment may be executed by counterparts, each of which shall be deemed an original, and together the counterparts, when taken together, shall comprise the Amendment. Any counterpart may be executed and delivered by facsimile or other electronic transmission.

[Signature Page Follows]
EXECUTED effective as of the date first above written.

OWNER:

PEARSALL MANOR SENIOR CITIZENS HOUSING, LTD.,
a Texas limited partnership

By: Megan Asset Services, LLC,
a Kansas limited liability company,
its general partner

By: _______________________
    Gary L. Maddock, Manager
BUYER:

PINE HILLS ESTATES, LP,
a Texas limited partnership

By: Pine Hills Estates GP, LLC,
a Texas limited liability company,
its general partner

By: ___________________________
    Kenneth E. Hamilton, Managing Member
EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, JOHNSON ADDITION to the City of Pearsall, Frio County, Texas, according to the plat thereof recorded in Envelope 60, Side 2, Map Records of Frio County, Texas.
Good morning, Alyssa:

You can consider that one withdrawn. I'll mark it out on my list, since you don't need it.

Have a great day!

Elizabeth Henderson

Program Specialist III
Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

Office: 512.463.9784 | Fax: 512.475.0764

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)).
Hi, Elizabeth:

For #4, is this item because it is a multi-site application? On the other multi-site USDA application, Sharon stated that a survey was not required in the attached email. Can you please let me know if we still need something for this item? Thank you!

Regards,

Alyssa Carpenter

---

On Wed, Apr 3, 2019 at 2:51 PM Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us> wrote:

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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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 11, Site Acreage – The acreage in the Appraisal is different from the acreage entered on the exhibit. There was no explanation for the differences put in the explanation box. Revisit this exhibit.
2. Tab 13, Seller – The seller was different on Pearsall’s entry, than on their purchase contract. Correct the exhibit.
3. Tab 12, Title Commitment vs Exhibit A (Pearsall) – The legal descriptions are not comparable because they are in different formats so I can’t determine that they match. Correct this.
4. Tab 12, Survey/Plat – I did not find a survey or plat for either site. Please clarify.
5. Tab 20, Assisted Units/Rent Schedule – There aren’t any units marked, on the Rent Schedule, indicating that they are receiving the RD rental assistance. Please clarify.
6. Tab 22, Site Plan – The unit mix chart for Pearsall doesn’t show the HV unit.
7. Tab 22, Site Plan, Both – The site plans are both missing detention ponds, or statements that none are required, what the local parking requirement is for each and the accessible routes on each site.
8. Tab 22, Building Plans – The building plans do not show the square footage totals for breezeways and patios, where applicable. Please clarify.
9. Tab 22, Unit Plan – The 2brm HC unit in Devine appears to show the linen closet over half of the bathtub.
Please look at that and update it, if this is actually wrong and explain it if it's correct.

10. Tab 26, Annual Operating Expense – The forms for Pines Combined and Pines I, shows “Describe” in places that need to be itemized.

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 §11.201(7)(B) of the 2019 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 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 2019 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 11.1(h) of the 2019 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 April 10, 2019. 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.
Elizabeth Henderson

Program Specialist III
Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

Office: 512.463.9784 | Fax: 512.475.0764

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)).
### 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>TC 30%</td>
</tr>
<tr>
<td>TC 50%</td>
</tr>
<tr>
<td>TC 60%</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>Devine - 23 units RA (floating)</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>TC 60%</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>TC 50%</td>
</tr>
<tr>
<td>Pearsall - 32 units RA (floating)</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>TC 50%</td>
</tr>
<tr>
<td>TC 60%</td>
</tr>
</tbody>
</table>

**Non Rental Income $0.00 per unit/month for:**

- Non Rental Income
- Non Rental Income
- Non Rental Income

**+ TOTAL NONRENTAL INCOME $5.03 per unit/month**: $342

**= POTENTIAL GROSS MONTHLY INCOME**: $34,942

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 6.00% (2,097)
- Rental Concessions (enter as a negative number) **Enter as a negative value**

**= EFFECTIVE GROSS MONTHLY INCOME**: $32,845
If a revised form is submitted, date of submission: 4/8/19
<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>Cost Per Sq Ft</th>
<th>$109.19</th>
</tr>
</thead>
<tbody>
<tr>
<td>HARD</td>
<td>Cost Per Sq Ft</td>
<td>$91.44</td>
</tr>
<tr>
<td>BUILDING</td>
<td>Cost Per Sq Ft</td>
<td>$64.53</td>
</tr>
</tbody>
</table>

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.
SITE LEGEND:
- NEW CONCRETE
- ACCESSIBLE ROUTE

NOTES:
1. PROJECT BUILT IN 1993 THEREFORE MAKING WHOLE SITE ACCESSIBLE UNDER THE FAIR HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN MAP THIS PROPERTY IS NOT IN THE FLOOD PLAIN AND NO FLOOD PLAIN DETENTION OR MITIGATION IS REQUIRED
3. THE SITE PLAN AS PRESENTED MEETS ALL LOCAL PARKING REQUIREMENTS.

SITE
3.059 ACRES OR 133,250 +/- SF

PARKING
67 PARKING STALLS
1 VAN HC PARKING STALL
4 HC PARKING STALLS
TOTAL = 72

TOTAL UNITS - 36 UNITS
30 1 BEDROOM UNITS
1 1 BEDROOM HC UNIT
1 1 BEDROOM H/V UNIT
3 2 BEDROOM UNITS
1 2 BEDROOM HC UNIT

BUILDINGS 1 -
(8) 1 BEDROOM UNIT @ 667 SQ.FT. = 5,336 SQ.FT.
(3) 2 BEDROOM UNIT @ 801 SQ.FT. = 2,403 SQ.FT.
(1) 2 BEDROOM HC UNIT @ 801 SQ.FT. = 801 SQ.FT.
TOTAL UNITS = 8,540 SQ.FT.

BUILDINGS 2 -
(8) 1 BEDROOM UNIT @ 667 SQ.FT. = 5,336 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

BUILDINGS 3 -
(7) 1 BEDROOM UNIT @ 667 SQ.FT. = 4,669 SQ.FT.
(1) 1 BEDROOM H/V UNIT @ 667 SQ.FT. = 667 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

BUILDINGS 4 -
(7) 1 BEDROOM UNIT @ 667 SQ.FT. = 4,669 SQ.FT.
(1) 1 BEDROOM HC @ 667 SQ.FT. = 667 SQ.FT.
TOTAL UNITS = 5,336 SQ.FT.

COMMUNITY BLDG @ 1,727 SQ.FT.

TOTAL UNITS = 36 UNITS

COMMUNITY BLDG @ 1,727 SQ.FT.

OVERALL SITE PLAN
SCALE: 1" = 60'-0"

NOTES:
1. PROJECT BUILT IN 1993 THEREFORE MAKING WHOLE SITE ACCESSIBLE UNDER THE FAIR HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN MAP THIS PROPERTY IS NOT IN THE FLOOD PLAIN AND NO FLOOD PLAIN DETENTION OR MITIGATION IS REQUIRED
3. THE SITE PLAN AS PRESENTED MEETS ALL LOCAL PARKING REQUIREMENTS.
TOTAL UNITS - 32 UNITS
26 - 1 BEDROOM UNITS
1 - 1 BEDROOM HC UNIT
1 - 1 BEDROOM HV (HEARING/VISUAL) UNIT
3 - 2 BEDROOM UNITS
1 - 2 BEDROOM HC UNIT
BUILDINGS 1 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
BUILDINGS 2 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
BUILDINGS 3 -
(1) 2 BEDROOM HC UNIT @ 801 SQ.FT. = 801 SQ.FT.
(3) 2 BEDROOM UNIT @ 801 SQ.FT. = 2,403 SQ.FT.
TOTAL UNITS = 3,204 SQ.FT.
BUILDINGS 4 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
BUILDINGS 5 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
BUILDINGS 6 -
(4) 1 BEDROOM UNIT @ 636 SQ.FT. = 2,544 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
BUILDINGS 7 -
(3) 1 BEDROOM UNIT @ 636 SQ.FT. = 1,908 SQ.FT.
(1) 1 BEDROOM HC @ 636 SQ.FT. = 636 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
BUILDINGS 8 -
(1) 1 BEDROOM HV @ 636 SQ.FT. = 636 SQ.FT.
(3) 1 BEDROOM UNIT @ 636 SQ.FT. = 1,908 SQ.FT.
TOTAL UNITS = 2,544 SQ.FT.
COMMUNITY BLDG @ 1,307 SQ.FT

SITE
2.998 ACRES OR 130,592 +/- SF
PARKING
33 PARKING STALLS
1 VAN ACCESSIBLE STALL
4 HC PARKING STALLS
TOTAL = 38

NOTES:
1. PROJECT BUILT IN 1992 THEREFORE MAKING WHOLE SITE ACCESSIBLE UNDER THE FAIR HOUSING ACT.
2. AFTER REVIEW OF FLOOD PLAIN MAP THIS PROPERTY IS NOT IN THE FLOOD PLAIN AND NO FLOOD PLAIN DETENTION OR MITIGATION IS REQUIRED.
3. THE SITE PLAN AS PRESENTED MEETS ALL LOCAL PARKING REQUIREMENTS.
Building 1, 2, 4, 5, 6

Total Net Rentable Area: 2,544 sqft.
Total Patio Area: 316 sqft
Other Support Areas: 28 sqft.
Total Gross Building Area 2,888 sqft.
**Building 3**

Total Net Rentable Area: 3,204 sqft.
Total Patio Area: 296 sqft.
Other Support Areas: 28 sqft.
Total Gross Building Area: 3,528 sqft.
**Building 7**

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Net Rentable Area</td>
<td>2,544 sqft.</td>
</tr>
<tr>
<td>Total Patio Area</td>
<td>316 sqft</td>
</tr>
<tr>
<td>Other Support Areas</td>
<td>28 sqft</td>
</tr>
<tr>
<td>Total Gross Building Area</td>
<td>2,888 sqft.</td>
</tr>
</tbody>
</table>

**Scale:** 1/16" = 1'-0"
Building 8

Total Net Rentable Area: 2,544 sqft.
Total Patio Area: 316 sqft
Other Support Areas: 28 sqft.
Total Gross Building Area: 2,888 sqft.
Community Building

- Total Net Conditioned Area: 1,175 sqft.
- Total Unconditioned Area: 132 sqft.
- Total Patio Area: 48 sqft
- Total Gross Building Area: 1,355 sqft.
Building 1
Total Net Rentable Area: 8,540 sqft.
Total Patio Area: 1,112 sqft
Total Breezeway Area: 468 sqft.
Other Support Areas: 40 sqft.
Total Gross Building Area 10,160 sqft.
Building 2

- Total Net Rentable Area: 5,336 sqft.
- Total Patio Area: 608 sqft.
- Total Breezeway Area: 226 sqft.
- Other Support Areas: 0 sqft.
- Total Gross Building Area: 6,170 sqft.
Building 3
Total Net Rentable Area: 5,336 sqft.
Total Patio Area: 608 sqft.
Total Breezeway Area: 226 sqft.
Other Support Areas: 0 sqft.
Total Gross Building Area: 6,170 sqft.
Building 4
Total Net Rentable Area: 5,336 sqft.
Total Patio Area: 608 sqft.
Total Breezeway Area: 226 sqft.
Other Support Areas: 0 sqft.
Total Gross Building Area: 6,170 sqft.
Community Building
Total Net Conditioned Area: 1,605 sqft.
Total Unconditioned Area: 122 sqft.
Total Patio Area: 270 sqft.
Total Gross Building Area: 1,997 sqft.

COMMUNITY BLDG
FLOOR PLAN
SCALE: 1/8" = 1'-0"
Total Net Rentable Area: 801 sqft.
Total Patio Area: 79 sqft
Storage: 7 sqft.
Total Gross Unit Area: 887 sqft.

15 SEER HVAC
ENERGY STAR, LED LIGHTING THROUGHOUT, TYP
SELF CLEANING OVEN
ENERGY STAR REFRIGERATOR W/ ICE MAKER
ALL WINDOWS ENERGY STAR QUALIFIED WITH LOW-E GLASS W/ BLINDS AND SCREENS
ENERGY STAR CEILING FAN

SCALE: 3/16" = 1'-0"
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$8,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$300</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$100</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>$4,400</td>
</tr>
<tr>
<td>Other</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$17,500</strong></td>
</tr>
</tbody>
</table>

### Management Fee

<table>
<thead>
<tr>
<th>Percent of Effective Gross Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$52,224</td>
</tr>
</tbody>
</table>

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$35,764</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$29,060</td>
</tr>
<tr>
<td>Other</td>
<td>$8,156</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$72,980</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$0</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$0</td>
</tr>
<tr>
<td>Grounds</td>
<td>$20,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$7,100</td>
</tr>
<tr>
<td>Repairs</td>
<td>$14,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$41,100</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$10,750</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash</td>
<td>$7,500</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$9,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$27,250</strong></td>
</tr>
</tbody>
</table>

### Annual Property Insurance

<table>
<thead>
<tr>
<th>Rate per net rentable square foot</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.43</td>
</tr>
<tr>
<td></td>
<td>$19,400</td>
</tr>
</tbody>
</table>

### Property Taxes

<table>
<thead>
<tr>
<th>Published Capitalization Rate</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$22,600</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$22,600</strong></td>
</tr>
</tbody>
</table>

### Reserve for Replacements

<table>
<thead>
<tr>
<th>Annual reserves per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$300</td>
</tr>
<tr>
<td></td>
<td>$20,400</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$2,720</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$0</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$0</td>
</tr>
<tr>
<td>Security</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$2,720</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Expense per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4061</td>
</tr>
<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td><strong>70.07%</strong></td>
</tr>
</tbody>
</table>

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$117,972</td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$55,415 Sterling</td>
</tr>
<tr>
<td>$18,339 Assumed USDA debt Devine</td>
</tr>
<tr>
<td>$20,580 Assumed USDA debt Pearsall</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL DEBT SERVICE

<table>
<thead>
<tr>
<th>Debt Coverage Ratio</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.25</td>
<td>$94,334</td>
</tr>
</tbody>
</table>

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$23,638</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 4/8/19
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$4,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$100</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,200</td>
</tr>
<tr>
<td>Telephone</td>
<td>$2,400</td>
</tr>
<tr>
<td>Other</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$8,900</td>
</tr>
</tbody>
</table>

### Management Fee

- Percent of Effective Gross Income: 13.25%
- **Cost:** $24,576

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$17,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$14,500</td>
</tr>
<tr>
<td>Other</td>
<td>$4,156</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$35,656</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td></td>
</tr>
<tr>
<td>Grounds</td>
<td>$10,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$3,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$8,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$4,156</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$21,000</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
</tr>
<tr>
<td>Water/Sewer</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$15,250</td>
</tr>
</tbody>
</table>

### Annual Property Insurance

- Rate per net rentable square foot: $0.45
- **Cost:** $9,400

### Property Taxes

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$8,600</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$8,600</td>
</tr>
</tbody>
</table>

### Reserve for Replacements

- Annual reserves per unit: $300
- **Cost:** $9,600

### Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$1,280</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td></td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$1,280</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- **Expense per unit:** $4196
- **Expense to Income Ratio:** 72.39%
- **Cost:** $134,262

### NET OPERATING INCOME (before debt service)

- **Cost:** $51,200

### Annual Debt Service

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sterling</td>
<td>$24,013</td>
</tr>
<tr>
<td>Existing USDA debt</td>
<td>$18,339</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td>$42,352</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

- **Ratio:** 1.21
- **Cost:** $42,352

Rec'd 4/9/2019 - 4:42 PM- EH
| NET CASH FLOW | $ 8,848 |

If a revised form is submitted, date of submission:
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 §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 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 11, Site Acreage – The acreage in the Appraisal is different from the acreage entered on the exhibit. There was no explanation for the differences put in the explanation box. Revisit this exhibit.

2. Tab 13, Seller – The seller was different on Pearsall's entry, than on their purchase contract. Correct the exhibit.

3. Tab 12, Title Commitment vs Exhibit A (Pearsall) – The legal descriptions are not comparable because they are in different formats so I can’t determine that they match. Correct this.

4. Tab 12, Survey/Plat – I did not find a survey or plat for either site. Please clarify.

5. Tab 20, Assisted Units/Rent Schedule – There aren’t any units marked, on the Rent Schedule, indicating that they are receiving the RD rental assistance. Please clarify.

6. Tab 22, Site Plan – The unit mix chart for Pearsall doesn’t show the HV unit.

7. Tab 22, Site Plan, Both – The site plans are both missing detention ponds, or statements that none are required, what the local parking requirement is for each and the accessible routes on each site.

8. Tab 22, Building Plans – The building plans do not show the square footage totals for breezeways and patios, where applicable. Please clarify.

9. Tab 22, Unit Plan – The 2brm HC unit in Devine appears to show the linen closet over half of the bathtub. Please look at that and update it, if this is actually wrong and explain it if it's correct.

10. Tab 26, Annual Operating Expense – The forms for Pines Combined and Pines I, shows “Describe” in places that need to be itemized.

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 §11.201(7)(B) of the 2019 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 of that effect, until the deficiencies are resolved. **If, during the period of time when the Application is suspended for 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 2019 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 11.1(h) of the 2019 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 April 10, 2019. 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.

Elizabeth Henderson

Program Specialist III
Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

Office: 512.463.9784 | Fax: 512.475.0764

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)).
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Pine Hills Estates I & II (Pearsall & Devine)
File # 19356
Responses to Underwriting Deficiency items dated 6/21/19

1. How did you arrive at your rental income projection?
   a. Several factors are considered when determining the projected rents. We start
      with the current approved RD rents and then look to see what the comps in the
      area are charging knowing that a full rehab will make these properties much more
      marketable. We also look at how much rental assistance the property has. If the
      property does not have a lot of RA, then we try not to increase the rents too much.

2. How do you plan on staffing these scattered sites?
   a. From an operational perspective, each property will continue to be ran as stand‐
      alone developments. This not only makes sense from a management perspective,
      it is actually required by USDA‐RD. Each property will continue to employ its own
      individual site managers and (if applicable) maintenance personnel. In fact, it is
      unlikely that any tenants (current or prospective) would even know that their
      home was part of a “combined” development for financing purposes.
   b. If this item was more geared toward the actual staffing plan; Any time the
      developer acquires a new existing development, the initial goal is to retain the
      current on‐site Staff. However, this is of course only after a review of their past
      performance and interview with the new Management Co. All things being equal,
      it’s always preferred to keep those individuals already familiar with the
      properties/tenants.

3. When do you expect to close? What is the expected USDA loan balance at the time of
   closing?
   a. To be conservative our application estimates June 2020 however it is possible that
      we can close as soon as January 2020. After the TDHCA application list came out
      and it looked as if this development is likely to get approved, we started preparing
      to submit our full transfer application to RD. This is typically something that is not
      done until several months after the award. However, even with this head start the
      actual time to close will be dictated by the time it takes RD to complete their
      review.
   b. Devine Projected Balance at closing: Based on the last three year’s audits, the
      trend for loan principal decrease is expected to be $10,000 per year. Base on the
      current balance, we estimate the balance to be 703,000 in June of 2020.
c. Pearsall Projected Balance at closing: Based on the last three year’s audits, the trend for loan principal decrease is expected to be $11,000 per year. Based on the current balance, we estimate the balance to be 789,000 in June of 2020.

4. Please submit aggregate PCA supplement for both Devine and Pearsall projects in excel form.
   a. Attached.

5. Please submit the PAT (Preliminary Assessment Tool) for this project for review.
   a. Attached.

6. Please submit the current balance of both USDA debts for review.
   a. Attached.

7. Please submit the promissory note as submitted in Woodland Estates's application.
   a. Attached.
Department 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