2020 Multifamily Uniform Application

REVISED January 23, 2020
Development Name: Highpoint at Wynnewood

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(1) 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.

By:

Signature of Authorized Representative
Brian McGeady

Printed Name
Authorized Signer

Title
2/28/2020

Date

Sworn to and subscribed before me on the
by Brian McGeady
(Personalized Seal)

Notary Public Signature

Notary Public, State of

County of

My Commission Expires:

Date

2/19/2020
Lottery Application

For Applicants who participated in the TBRB lottery for private activity bond volume cap and the lottery results indicated the application will be prioritized for a Certificate of Reservation to be issued in January 2020, the Applicant has submitted the Notice to Submit Lottery Application form to the Department on or before December 6, 2019. The complete Application, including all required Third Party Reports, accompanied by the Application Fee described in §11.901 of the QAP will be submitted no later than December 13, 2019 in accordance with §11.2(b) of the QAP.

Non-Lottery Application

Priority 1 or 2 Application with advance notice of a Certificate of Reservation:
Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.

Priority 3 Application
Application will not be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.

Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year.
Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible.

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

See Board Meeting and Corresponding Submission Dates on Next Page
Complete Application Due Date:
- December 13, 2019*
- January 6, 2020
- February 5, 2020
- March 5, 2020
- April 6, 2020
- June 5, 2020
- July 6, 2020
- August 5, 2020
- September 8, 2020
- October 5, 2020
- November 5, 2020
- December 7, 2020

Targeted Board Meeting Date:
- March 19, 2020
- April 23, 2020
- May 21, 2020
- June 25, 2020
- July 23, 2020
- September 3, 2020
- October 8, 2020
- November 5, 2020
- December 3, 2020
- January, 2021**
- February, 2021**
- March, 2021**

*Lottery Application Submission Date Only.

**The TDHCA Board Meeting dates for 2021 have not been finalized and will be updated once available.
**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.
  - Development Site is within 300 feet of a junkyard.
  - Development Site is within 300 feet of a solid waste facility.
  - Development Site is within 300 feet of a sexually-oriented business.
  - Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
  - Development Site is within 500 feet of active railroad tracks.
  - Development Site is within 500 feet of heavy industry.
  - Development Site is within 10 miles of a nuclear plant.
  - Development Site has buildings within accident potential zones or runway clear zones of any airport.
  - Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
  - Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

Provide information behind this tab regarding mitigation for any item selected above.

  - Development Site is located within a census tract that has a poverty rate above 40% for individuals, or 55% for developments in regions 11 and 13. Include resolution from Governing Body in the NRFR Packet.
  - Development Site is located in a census tract (or for any adjacent census tract) in an Urban Area and the rate of Part I violent crime is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.
  - Development Site is located within 1,000 feet of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.
  - Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating.

- 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(15) - Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.
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. Any person signing the certification acknowledges that they have the authority to release all materials for publication on the Department's website and 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 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 be enforceable even
REVISED 2020 Development Owner's Certification

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 (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), 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, 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 unless otherwise provided for in 10 TAC Chapter 11) 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)(I) 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 10 TAC Chapter 10, Subchapters F and G.

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 CFR Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), 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 a complete 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(15) 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.

___ 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 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 federal or 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 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

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

_____ The Development is not located in an area with undesirable site features as further described in §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 specifies 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 (select all that apply):

_____ within 300 feet of junkyards
within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

within 300 feet of a sexually-oriented business

buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures

within 500 feet of active railroad tracks

within 500 feet of heavy industry

within 10 miles of a nuclear plant

buildings are located within the accident potential zones or the runway clear zones of any airport

one or more pipelines, situated underground or aboveground, which carry highly volatile liquids, or adjacent to a pipeline easement for a pipeline carrying highly volatile liquids

within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily

may be in proximity to an environmental factor that may adversely affect the health and safety of the residents or render the Development Site inappropriate for housing use unless it is adequately mitigated (as presented in the application)

within the minimum separation from housing of a facility under the jurisdiction of a state or federal cognizant agency

Neighborhood Risk Factors (select one of the main boxes as applicable)

The Development Owner certifies that the Development is not located in an area with any of the 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 within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units 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 §11.101(b)(6)(A) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit, development construction, and energy and water efficiency 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 to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

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 CFR §983.57(e)(2) and (3), as applicable.

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 as having Control 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 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

Brian McGeady  
Printed Name

Authorized Signer  
Title

02/28/20  
Date

THE STATE OF  Ohio  §

COUNTY OF  Butler §

Before me, a notary public, on this day personally appeared Brian McGeady, 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 28th day of February, 2020

(State)

Notary Public Signature

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-18-2023
BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION

DISCLOSURE

Pursuant to Section 10.202(1)(M) of the 2020 Uniform Multifamily Rules

Highpoint at Wynnewood

Banc of America Community Development Corporation (“BACDC”) is a Principal in connection with Application #20310 – Highpoint at Wynnewood. BACDC hereby discloses the following:

1. Wynnewood Seniors Housing (#11003/10004) – [aka HighPoint Seniors Housing I]
   Effective as of February 24, 2015, BACDC transferred its 0.005% Class B limited partnership interest in Wynnewood Seniors Housing, LP (#11003/10004) to Wynnewood Seniors Housing GP, LLC, the general partner, which is a wholly-owned subsidiary of Central Dallas Community Development Corporation (now known as CitySquare Housing), a Texas 501(c)(3) corporation. This transfer was pursuant to the Amended and Restated Agreement of Limited Partnership of Wynnewood Seniors Housing, LP, which provided that BACDC would exit the partnership on the Class B Limited Partner Planned Withdrawal Date, which is coexistent with conversion to permanent financing. BACDC’s intent is to assist in the multi-phase redevelopment of the Parks at Wynnewood development (#95081/93057) and then exit the various Development Owners, transferring its partnership interest to the nonprofit or its affiliate. This transfer represents the completion of BACDC’s involvement in the first phase of the Parks at Wynnewood redevelopment.

2. Eban Village I Apartments (#95047) and Eban Village II Apartments (#99022) – In October 2013 these two developments were sold to a subsidiary of Hope Housing Foundation, a 501(c)(3) organization, pursuant to the TDHCA’s Right of First Refusal process. Cari Garcia of Asset Management was the primary contact with the TDHCA regarding this process. BACDC’s involvement in the ownership of these developments was as follows:
   Eban Village I Ltd = 1% The Tabono Joint Venture (General Partner – owned by Banc of America Development, Inc. and Eban Inc., which were wholly-owned by BACDC) + 99% BACDC Limited Partner - it was past year 15 and LIHTC investor had transferred its interest to BACDC).
Eban Village II Ltd = .01% Tabono Partnership II, LTD (General Partner – owned by Banc of America Development, Inc. and Eban Inc., which were wholly-owned by BACDC) + 99.99% Banc of America Housing Fund IIIB Limited Partnership (Limited Partner).
Termination of Relationship in an Affordable Housing Transaction

Brian McGeady, is a Member of the ownership structure for this Development. Mr. McGeady, was also a Member of the ownership for Daystar Estates GP, LLC, who was a general partner in a limited partnership that received an award of low-income housing tax credits in Michigan in 2003. The award of tax credits supported the development of Daystar Estates, a 50-unit single-family scattered-site development in Detroit, MI. Daystar Estates GP, LLC voluntarily transferred their interests and remained in the ownership until a general partner with significant holdings in Detroit could be found.

Brian McGeady was a managing partner of Miller-Valentine Group during this period. Mr. McGeady has since left Miller-Valentine Group and is now leading a new firm, MVAH Partners, an organization 100% focused on affordable housing.

The syndicator for Daystar Estates, Centerline Capital Group, and lender were both amenable and pleased with the results of the voluntary transfer of ownership interests. Daystar Estates GP, LLC met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership. Miller-Valentine Group negotiated with its investor limited partner, Centerline Capital Group, to withdraw from the partnership. Centerline's approval was granted, and the transfer was completed on September 5, 2012.

This was Miller-Valentine's first effort to develop affordable housing in Michigan, and unfortunately the only award ever received in Detroit. As the property was completed and operational, it became apparent that critical synergies for the company's operation in this market were non-existent. Detroit is a unique market that requires a significant local presence to outperform the competition. This development encountered many unforeseen issues that required Miller-Valentine to provide additional resources in order to keep the development viable, while a long term strategy was implemented. The long term strategy was implemented with a focus on preserving the much needed affordable housing in the City of Detroit.

All of the parties who were involved with the Daystar Estates property met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership.

An attached letter from Centerline Capital Group certifies the circumstances of this voluntary removal from the Daystar Estates general partnership and that all parties were able to come to an agreement on favorable terms. The letter is from 2012, prior to the completion of the transfer. Centerline Capital Group is no longer in operation, and the signor of this letter: Michael Riechman, is now a principal of MVAH Partners LLC. At the time the transfer was completed, Michael Riechman was not a member of Miller-Valentine Group or MVAH Partners LLC and Centerline Capital Group and Miller-Valentine or MVAH Partners LLC have never been entities that share an identity of interest or common ownership.
Mr. David R. Liette  
President  
Miller Valentine Group  
4334 Glendale-Milford Road  
Cincinnati, Ohio 45242  

Dave  

I wanted to take this opportunity to personally thank you and your team for their dedication in working with us on finding a long term solution for Daystar Estates. This project encountered many unforeseen issues that required your organization to provide additional resources well beyond your obligations in order to keep the project viable while we determined a feasible long term strategy. We now believe that we have a plan in place with MV selling their General Partner Interest and with a new management company we should preserve this much needed affordable housing in Detroit.  

I look forward to working with MVG on new projects in the near future.  

Regards,  

Michael Riechman  
Senior Managing Director
The Applicant Eligibility Certification(s) is included behind this tab.

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.

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

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

The form must be executed by all individuals required to be listed on the organizational chart and also meeting the definition of Control under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan.

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

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the timeframe provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov’t Code §2306.6733, or a provision of Tex. Gov’t Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application 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.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations.

Neither Applicant, Affiliate, nor any 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, Direct Loan Contract, or Determination Notice for a Development.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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, Affiliate nor any 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 Qualified Allocation Plan. Applicant understands that failure to
disclose is grounds for termination.

All housing developments with which Applicant, Affiliate, 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, Affiliate, 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 required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

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

Michael Riechman  
Printed Name

Authorized Signer  
Title

Date  
02/28/20

THE STATE OF Ohio  
COUNTY OF Butler

Before me, a notary public, on this day personally appeared Michael Riechman, 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 28th day of February, 2020

(Seal)

JUSTIN P. GREGORY  
Notary Public, State of Ohio
My Commission Expires 03-18-2023

Page 6 of 6  
January 2, 2020
2020 Applicant Eligibility Certification

By: ______________________________________
    Signature of Authorized Representative

Brian McGeady
______________________________
Printed Name

Authorized Signer
______________________________
Title

02/28/20
______________________________
Date

THE STATE OF Ohio §

COUNTY OF Butler §

Before me, a notary public, on this day personally appeared
Brian McGeady ________________, 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 28th day of February, 2020

[Notary Public Signature]

Page 6 of 6
January 2, 2020
2020 Applicant Eligibility Certification

By: [Signature of Authorized Representative]

Brian Heide

Printed Name

President of Banc of America Community Development Corporation

Title

2/26/2020

Date

THE STATE OF Illinois

COUNTY OF Cook

Before me, a notary public, on this day personally appeared Brian Heide, 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 26 day of February, 2020

[Seal]

LILIANA SILVA-LAZO
Notary Public - State of Illinois
My Commission Expires September 14, 2022

Notary Public Signature
By: Kathy Krickhahn
Signature of Authorized Representative

Kathy Krickhahn
Printed Name
Senior Vice President of Banc of America Community Development Corporation

Title

Date 2/26/2020

THE STATE OF New Mexico

COUNTY OF Santa Fe

Before me, a notary public, on this day personally appeared Kathy Krickhahn, 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 26th day of February, 2020

(Seal)

MARIAH WATKINS
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 4/20/2021

Notary Public Signature
By: 

Signature of Authorized Representative 

Darren Smith 

Printed Name 

Managing Member of Auxano Development, LLC 

Title 

2/27/2020 

Date 

THE STATE OF TX § 

COUNTY OF Travis § 

Before me, a notary public, on this day personally appeared Darren Smith, 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 27 day of February, 2020 

(Seal) 

KELLY WRIGHT 
NOTARY ID #12483259-2 
My Commission Expires 
March 16, 2022 

Notary Public Signature
By: [Signature of Authorized Representative]

Brian K. Tracey

Printed Name

Board Member of Banc of America Community Development Corporation

Title

2/28/2020

Date

THE STATE OF Maryland

COUNTY OF Frederick

Before me, a notary public, on this 28th day of February, 2020 personally appeared Brian K. Tracey, 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 28th day of February, 2020

(Seal)

Notary Public Signature

CAROL A. CURRY
Notary Public - Maryland
Frederick County
My Commission Expires June 15, 2023

Page 6 of 6

January 2, 2020
Pursuant to Section 10.202(1)(M) of the 2020 Uniform Multifamily Rules

Highpoint at Wynnewood

Banc of America Community Development Corporation ("BACDC") is a Principal in connection with Application #20310 – Highpoint at Wynnewood. BACDC hereby discloses the following:

1. Wynnewood Seniors Housing (#11003/10004) – [aka HighPoint Seniors Housing I]

Effective as of February 24, 2015, BACDC transferred its 0.005% Class B limited partnership interest in Wynnewood Seniors Housing, LP (#11003/10004) to Wynnewood Seniors Housing GP, LLC, the general partner, which is a wholly-owned subsidiary of Central Dallas Community Development Corporation (now known as CitySquare Housing), a Texas 501(c)(3) corporation. This transfer was pursuant to the Amended and Restated Agreement of Limited Partnership of Wynnewood Seniors Housing, LP, which provided that BACDC would exit the partnership on the Class B Limited Partner Planned Withdrawal Date, which is coexistent with conversion to permanent financing. BACDC’s intent is to assist in the multi-phase redevelopment of the Parks at Wynnewood development (#95081/93057) and then exit the various Development Owners, transferring its partnership interest to the nonprofit or its affiliate. This transfer represents the completion of BACDC’s involvement in the first phase of the Parks at Wynnewood redevelopment.

2. Eban Village I Apartments (#95047) and Eban Village II Apartments (#99022) – In October 2013 these two developments were sold to a subsidiary of Hope Housing Foundation, a 501(c)(3) organization, pursuant to the TDHCA’s Right of First Refusal process. Cari Garcia of Asset Management was the primary contact with the TDHCA regarding this process. BACDC’s involvement in the ownership of these developments was as follows:

Eban Village I Ltd = 1% The Tabono Joint Venture (General Partner – owned by Banc of America Development, Inc. and Eban Inc., which were wholly-owned by BACDC) + 99% BACDC Limited Partner - it was past year 15 and LIHTC investor had transferred its interest to BACDC).
Eban Village II Ltd = .01% Tabono Partnership II, LTD (General Partner – owned by Banc of America Development, Inc. and Eban Inc., which were wholly-owned by BACDC) + 99.99% Banc of America Housing Fund IIIB Limited Partnership (Limited Partner).
Termination of Relationship in an Affordable Housing Transaction

Brian McGeady, is a Member of the ownership structure for this Development. Mr. McGeady, was also also a Member of the ownership for Daystar Estates GP, LLC, who was a general partner in a limited partnership that received an award of low-income housing tax credits in Michigan in 2003. The award of tax credits supported the development of Daystar Estates, a 50-unit single-family scattered-site development in Detroit, MI. Daystar Estates GP, LLC voluntarily transferred their interests and remained in the ownership until a general partner with significant holdings in Detroit could be found.

Brian McGeady was a managing partner of Miller-Valentine Group during this period. Mr. McGeady has since left Miller-Valentine Group and is now leading a new firm, MVAH Partners, an organization 100% focused on affordable housing.

The syndicator for Daystar Estates, Centerline Capital Group, and lender were both amenable and pleased with the results of the voluntary transfer of ownership interests. Daystar Estates GP, LLC met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership. Miller-Valentine Group negotiated with its investor limited partner, Centerline Capital Group, to withdraw from the partnership. Centerline's approval was granted, and the transfer was completed on September 5, 2012.

This was Miller-Valentine's first effort to develop affordable housing in Michigan, and unfortunately the only award ever received in Detroit. As the property was completed and operational, it became apparent that critical synergies for the company's operation in this market were non-existent. Detroit is a unique market that requires a significant local presence to outperform the competition. This development encountered many unforeseen issues that required Miller-Valentine to provide additional resources in order to keep the development viable, while a long term strategy was implemented. The long term strategy was implemented with a focus on preserving the much needed affordable housing in the City of Detroit.

All of the parties who were involved with the Daystar Estates property met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership.

An attached letter from Centerline Capital Group certifies the circumstances of this voluntary removal from the Daystar Estates general partnership and that all parties were able to come to an agreement on favorable terms. The letter is from 2012, prior to the completion of the transfer. Centerline Capital Group is no longer in operation, and the signor of this letter: Michael Riechman, is now a principal of MVAH Partners LLC. At the time the transfer was completed, Michael Riechman was not a member of Miller-Valentine Group or MVAH Partners LLC and Centerline Capital Group and Miller-Valentine or MVAH Partners LLC have never been entities that share an identity of interest or common ownership.
Mr. David R. Liette  
President  
Miller Valentine Group  
4334 Glendale-Milford Road  
Cincinnati, Ohio 45242

Dave

I wanted to take this opportunity to personally thank you and your team for their dedication in working with us on finding a long term solution for Daystar Estates. This project encountered many unforeseen issues that required your organization to provide additional resources well beyond your obligations in order to keep the project viable while we determined a feasible long term strategy. We now believe that we have a plan in place with MV selling their General Partner Interest and with a new management company we should preserve this much needed affordable housing in Detroit.

I look forward to working with MVG on new projects in the near future.

Regards,

Michael Riechman  
Senior Managing Director
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- **Multifamily Direct Loan Certification** is included behind this tab.
- **X** **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
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> Kathy Krickhahn</td>
</tr>
<tr>
<td><strong>Phone:</strong> (636) 266-1243</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:kathy.c.krickhahn@bofa.com">kathy.c.krickhahn@bofa.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 901 Main Street, 20th Floor</td>
</tr>
<tr>
<td>City: Dallas</td>
</tr>
<tr>
<td>State: TX</td>
</tr>
<tr>
<td>Zip: 75202</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Tamea Dula</td>
</tr>
<tr>
<td><strong>Phone:</strong> (713) 653-7322</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:tdula@coatsrose.com">tdula@coatsrose.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Justin Gregory</td>
</tr>
<tr>
<td><strong>Phone:</strong> (513) 964-1152</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 9100 Centre Pointe Drive, Suite 210</td>
</tr>
<tr>
<td>City: West Chester</td>
</tr>
<tr>
<td>State: OH</td>
</tr>
<tr>
<td>Zip: 45069</td>
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### 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>
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<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>
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**High Quality Housing Total** 17

### 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 Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
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<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</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>0</td>
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<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
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<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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**Serve and Support Texans Most in Need Total** 40

### 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>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
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<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
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<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
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<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
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<tr>
<td>Concerted Revitalization Plan</td>
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**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>
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<tbody>
<tr>
<td>Financial Feasibility</td>
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<tr>
<td>Cost of Development per Square Foot</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
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<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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</tbody>
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**Efficient Use of Limited Resources and Applicant Accountability Total** 53

### Point Deductions

| Point Deductions                                | §11.9(f)       |

**Total Application Self Score** 121
**Multifamily Direct Loan Self-Score-10 TAC §13.6**

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.

<table>
<thead>
<tr>
<th>Point Item Description</th>
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<tbody>
<tr>
<td><strong>Subsidy Per Unit</strong></td>
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<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
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<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
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<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§13.6(5)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Resident Services</strong></td>
<td>§11.9(c)(3)</td>
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<tr>
<td><strong>Opportunity Index</strong></td>
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</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>11</td>
</tr>
<tr>
<td><strong>Tiebreaker</strong></td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>
**Site Information Form Part I**

1. **Development Address (All Programs)**
   - Address: Approximately 1805 S. Zang
   - City: Dallas
   - ETJ?: No
   - Region: Urban
   - Zip: 75224
   - County: Dallas
   - Rural/Urban: No
   - Designation: Rural via §11.204(5)(B)

2. **Census Tract Information (All Programs)**
   - 11-digit Census Tract Number: 48113006200
   - Quartile: 4q
   - Poverty Rate: 34.5
   - Median Household Income: 40507
   - The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

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 Application is USDA or At-Risk, or is in a Rural Subregion.
   - The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:
     - 20303 Gateway Oak Cliff

5. **Proximity of Development Sites [Competitive HTC Only] [10 TAC §11.3(g)]**
   - The Development Site is located in a county with a population less than one million.
   - The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

6. **One Award per Census Tract Limitation [Competitive HTC Only] [10 TAC §11.3(h)]**
   - The Development Site is not located in a county with a population less than one million.
   - The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

7. **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: MF-1(A) Multi-Family
   - Flood Zone Designation: X
   - Entire Development Site is outside the 100 year floodplain: Yes

2/28/2020
Farmland Designation (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):

N/A

8. Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 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.


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felix G Botello Elementary</td>
<td>K through X</td>
<td>MS</td>
</tr>
<tr>
<td>Hector P Garcia Middle School</td>
<td>6 through X</td>
<td>MS</td>
</tr>
<tr>
<td>W H Adamson High School</td>
<td>9 through X</td>
<td>MS</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 has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report (“NRFR”) and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- The Application meets the following exception(s). **Applicant is required to enter school rating information above, but no disclosure is required.**
  - Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
  - The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. 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 not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); 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.
Supporting Documentation for the Site Information Form Part I

Maps:

- [x] Street Map with Site Drawn and Identified
- [x] Census Tract Map with Development Site Identified

https://www.huduser.gov/portal/sadda/sadda_gct.html
https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t

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

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included.

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 the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain

- [x] Evidence of Zoning and/or Evidence of Re-Zoning Process
- [x] Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation

- [n/a] Information is included in the ESA.
- [n/a] Information is included behind this tab.

Go to 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 labeled "show UTM Coordinate Ticks" is checked. Select "View".
Site and Neighborhood Standards (New Construction Direct Loan Only)

☐ 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.

☐ DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)

☒ School Attendance Zone Map with Development labeled;

☒ 2019 TEA accountability information for each school;

☐ Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

NOTE that consideration for Developments within zones considered ineligible by 10 TAC §11.101(b)(1)(C) would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that waiver must be submitted prior to submission of the pre-application (if one is submitted) or the full application. A Neighborhood Risk Factors Report is not acceptable for ineligibility.

Waiver of Rules

☐ The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.

☐ 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.
Location: Approximately 8,885 acres 1805 South Zang Boulevard
Dallas, TX 75224
Dallas County

PEI Project No: 202001182
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 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 September 25, 2019.
December 20, 2019

Jack Pham
Bank of America
901 Main St., 20th Floor
Dallas, TX 75202

Re: Zoning Verification Letter – 1404 Pratt Street

To Whom It May Concern:

The above property is currently located in the Multi-family MF-1(A) Zoning District, as shown on the enclosed zoning map. Enclosed for your review are the Zoning Regulations for Multi-family MF-1(A) Zoning District.

This letter does not constitute a building permit or certificate of occupancy, nor does it imply that a building permit or certificate of occupancy will be approved without complying with all applicable rules and regulations. This department does not provide letters certifying that a property/development complies with all appropriate rules and regulations. For further information regarding these rules contact the Code Compliance Department at 214-670-5708. Parking requirements are based on use, not zoning, and are verified when a Certificate of Occupancy is issued by Building Inspection. For information regarding current Certificates of Occupancy, call the Building Inspector’s office at 214-948-4480. The City of Dallas provides police and fire protection and enforces all applicable health and public safety ordinances. City services include water, sanitary, and storm sewer services. If you have further zoning questions, please contact zoning at biadmin@dallascityhall.com.

Respectfully,

[Signature]

Dawn Baxter
Senior Plans Examiner
Department of Sustainable Development and Construction
City of Dallas

Enclosures
MF-1(A) and MF-1(SAH) districts.

(1) Purpose. The MF-1(A) and MF-1(SAH) districts are composed mainly of areas containing mixtures of single family, duplex, and multifamily dwellings and certain uniformly developed multifamily dwelling sections. These districts are medium density districts and are located in certain areas close into the center of the city and at various outlying locations. The area regulations are designed to protect the residential character and to prevent the overcrowding of the land by providing minimum standards for building spacing, yards, off-street parking, and coverage. All commercial and office uses are prohibited. It is anticipated that additional areas may be designated in the MF-1(A) or MF-1(SAH) district from time to time in the future where the change is appropriate and access and utility services can reasonably accommodate these medium density dwellings. Additionally, the MF-1(SAH) district is created to encourage the provision of affordable housing.

(2) Main uses permitted.
(A) Agricultural uses.
   -- Crop production.
(B) Commercial and business service uses.
   None permitted.
(C) Industrial uses.
   -- Gas drilling and production. [SUP]
   -- Temporary concrete or asphalt batching plant. [By special authorization of the building official.]
(D) Institutional and community service uses.
   -- Adult day care facility. [SUP]
   -- Cemetery or mausoleum. [SUP]
   -- Child-care facility. [SUP]
   -- Church.
   -- College, university or seminary. [SUP]
   -- Community service center. [SUP]
   -- Convalescent and nursing homes, hospice care, and related institutions. [RAR]
   -- Convent or monastery.
   -- Foster home.
   -- Hospital. [SUP]
   -- Library, art gallery, or museum. [SUP]
   -- Public or private school. [SUP]
(E) Lodging uses.
   None permitted.
(F) Miscellaneous uses.
   -- Carnival or circus (temporary). [By special authorization of the building official.]
   -- Temporary construction or sales office.
(G) Office uses.
   None permitted.
(H) Recreation uses.
   -- Country club with private membership. [RAR]
   -- Private recreation center, club, or area. [SUP]
   -- Public park, playground, or golf course.
(I) Residential uses.
   -- College dormitory, fraternity, or sorority house.
   -- Duplex.
   -- Group residential facility. [See Section 51A-4.209(3).]
   -- Handicapped group dwelling unit. [See Section 51A-4.209(3.1).]
   -- Multifamily.
   -- Retirement housing.
   -- Single family.
(J) Retail and personal service uses.
   None permitted.

(K) Transportation uses.
   -- Transit passenger shelter.
   -- Transit passenger station or transfer center. [SUP]

(L) Utility and public service uses.
   -- Electrical substation. [SUP]
   -- Local utilities. [SUP or RAR may be required. See Section 51A-4.212(4).]
   -- Police or fire station. [SUP]
   -- Radio, television, or microwave tower. [SUP]
   -- Tower/antenna for cellular communication. [See Section 51A-4.212(10.1).]
   -- Utility or government installation other than listed. [SUP]

(M) Wholesale, distribution, and storage uses.
   -- Recycling drop-off container. [See Section 51A-4.213 (11.2).]
   -- Recycling drop-off for special occasion collection. [See Section 51A-4.213 (11.3).]

(3) Accessory uses. As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(A) The following accessory uses are not permitted in this district:
   -- Accessory outside display of merchandise.
   -- Accessory outside sales.
   -- Accessory pathological waste incinerator.

(B) In this district, the following accessory uses are permitted by SUP only:
   -- Accessory helistop.

(C) In this district, an SUP may be required for the following accessory uses:
   -- Accessory medical/ infectious waste incinerator. [See Section 51A-4.217(3.1).]

(4) Yard, lot, and space regulations. (Note: The yard, lot, and space regulations in this subsection must be read together with the yard, lot, and space regulations contained in Division 51A-4.400. In the event of a conflict between this subsection and Division 51A-4.400, Division 51A-4.400 controls.)

Except as provided in this paragraph, the following yard, lot, and space regulations apply:

(A) Front yard. Minimum front yard is 15 feet.

(B) Side and rear yard.
   (i) No minimum side and rear yard for single family structures.
   (ii) Minimum side yard for duplex structures is five feet.
   (iii) Minimum side yard for other permitted structures is 10 feet.
   (iv) Minimum rear yard for duplex structures is 10 feet.
   (v) Minimum rear yard for other permitted structures is 15 feet. A minimum rear yard of 10 feet may be provided when a building site backs upon an MF, MF(A), O-1, O-2, NO, NO(A), LO, LO(A), MO, MO(A), GO, GO(A), NS, NS(A), SC, CR, RR, GR, LC, HC, CS, CA-1, CA-1(A), CA-2, CA-2(A), I-1, I-2, I-3, LI, IR, IM, mixed use, or multiple commercial district.

(C) Dwelling unit density.
   (i) MF-1(A) district. No maximum dwelling unit density.
   (ii) MF-1(SAH) district. Maximum dwelling unit density varies depending on whether a density bonus is obtained in accordance with Division 51A-4.900 as follows:

<table>
<thead>
<tr>
<th>Percentage of SAH Units Provided</th>
<th>Dwelling Units Permitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>15</td>
</tr>
<tr>
<td>5%</td>
<td>16</td>
</tr>
<tr>
<td>10%</td>
<td>17</td>
</tr>
</tbody>
</table>


(D) **Floor area ratio.** No maximum floor area ratio.

(E) **Height.**

(i) **Residential proximity slope.** If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope originating in an R, R(A), D, D(A), TH, or TH(A) district. (See Section 51A-4.412.) Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

(ii) **Maximum height.** Unless further restricted under Subparagraph (i), maximum structure height is 36 feet.

(F) **Lot coverage.**

(i) Maximum lot coverage is:

(aa) 60 percent for residential structures; and

(bb) 25 percent for nonresidential structures.

(ii) Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(G) **Lot size.** Minimum lot area per dwelling unit is as follows:

<table>
<thead>
<tr>
<th>TYPE OF STRUCTURE</th>
<th>MINIMUM LOT AREA PER DWELLING UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family</td>
<td>3,000 sq. ft.</td>
</tr>
<tr>
<td>Duplex</td>
<td>3,000 sq. ft.</td>
</tr>
<tr>
<td>Multifamily:</td>
<td></td>
</tr>
<tr>
<td>No separate bedroom</td>
<td>1,000 sq. ft.</td>
</tr>
<tr>
<td>One bedroom</td>
<td>1,400 sq. ft.</td>
</tr>
<tr>
<td>Two bedrooms</td>
<td>1,800 sq. ft.</td>
</tr>
<tr>
<td>More than two bedrooms (Add this amount for each bedroom over two)</td>
<td>200 sq. ft.</td>
</tr>
</tbody>
</table>

(H) **Stories.** No maximum number of stories.

(I) **Development bonuses for mixed-income housing.** In an MF-1(A) district, lot coverage, lot size, and height may vary depending on whether a development bonus is obtained in accordance with Division 51A-4.1100 as follows:

(i) **Height and lot coverage.** Except as provided in this paragraph, the following increased height and lot coverage requirements apply:

<table>
<thead>
<tr>
<th>MVA Categories A, B, C</th>
<th>Set aside minimums (% of total residential units reserved in each income band, adjusted annually)</th>
<th>Maximum Height</th>
<th>Maximum Lot coverage (residential)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MVA Categories D, E, F</td>
<td>5% at Income band 2;</td>
<td>51 ft.</td>
<td>80%</td>
</tr>
<tr>
<td>MVA Categories G, H, I</td>
<td>5% at Income band 1</td>
<td>85 ft.</td>
<td>85%</td>
</tr>
</tbody>
</table>

(ii) **Residential proximity slope.** In addition to the items listed in Section 51A-4.408(a)(2)(A), the following additional items may project through the residential proximity slope to a height not to exceed the maximum structure height, or four feet above the slope, whichever is less:

(aa) railings;

(bb) parapet walls;

(cc) trellises; and
(dd) structures such as wind barriers, wing walls, and patio dividing walls.

(iii) No minimum lot area per dwelling unit. No minimum lot area per dwelling unit is required for qualifying developments.

(iv) Developments with transit proximity. For a development with transit proximity as defined in Section 51A-4.1102, maximum lot coverage is 85 percent.

(v) Urban form setback. An additional 10-foot front yard setback is required for that portion of a structure above 45 feet in height.

(vi) Retirement housing. The density limits in Section 51A-4.209(b)(5.2)(E)(ii) do not apply.

(5) Off-street parking and loading. Consult the use regulations (Division 51A-4.200) for the specific off-street parking requirements for each use. Consult the off-street parking and loading regulations (Divisions 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(6) Environmental performance standards. See Article VI.

(7) Landscape regulations. See Article X.

(8) Additional provisions.

(A) Single family structure spacing. In this district, a minimum of 15 feet between each group of eight single family structures must be provided by plat.
Addresses Reconciliation

There are three (03) different addresses presented in the TDHCA Application (1805 S Zang Blvd), City of Dallas Zoning Letter (1404 S Pratt St) and City of Dallas Resolution of Support (1911 Pratt St). As shown in the MapQuest plot below, the above-mentioned three address are indeed the same property.
FEMA Flood Map

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone AE, Zone A96, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

**Zones A, AE, AH, AO, VE**
Special Flood Hazard Areas Subject to inundation by the 1% annual chance Flood Event (100-year flood). The 1% annual chance flood, also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHA includes A, AE, AH, AO, AR, A99, V, and VE.

**Zone X 500**
Areas with reduced flood risk due to levee protection.

**Area With Reduced Flood Risk Due to Levee**
Moderate Flood Hazard Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

**Floodway**
Floodway Areas in Zone AE - The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**Future Conditions**
Future Conditions 1-percent annual chance (100-year) floodplain. Future conditions hydrology is shown for informational purposes only and are based on the request of the community and not by FEMA.

**Zone X**
Minimal Flood Hazard Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain and protected by levee from 100-year flood.

**Area Not Included**

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, OpenStreetMap contributors, and the GIS User Community

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PHASE ENGINEERING, INC.

Environmental Consultants

PEI Project No: 202001182
Texas Education Agency
2019 Accountability Ratings Overall Summary
FELIX G BOTELLO EL (057905289) - DALLAS ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Overall Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>87</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
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<td>77</td>
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<tr>
<td>STAAR Performance</td>
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<td>77</td>
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<td>College, Career and Military Readiness</td>
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<td></td>
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<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
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<tr>
<td>School Progress</td>
<td></td>
<td>89</td>
<td>B</td>
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<tr>
<td>Academic Growth</td>
<td>81</td>
<td>89</td>
<td>B</td>
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<tr>
<td>Relative Performance (Eco Dis: 95.0%)</td>
<td>50</td>
<td>87</td>
<td>B</td>
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<tr>
<td>Closing the Gaps</td>
<td>89</td>
<td>84</td>
<td>B</td>
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Weight | Scaled Score | Rating |
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>State A-F Accountability System</td>
<td>50%</td>
<td>88</td>
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<tr>
<td>Local Accountability System</td>
<td>50%</td>
<td>86</td>
</tr>
<tr>
<td>Overall</td>
<td>87</td>
<td></td>
</tr>
</tbody>
</table>

Local Accountability System (LAS) has been applied to the overall scaled score. For more information see DALLAS ISD Local Accountability System website.

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Earned</td>
</tr>
</tbody>
</table>
Postsecondary Readiness  Not Earned
Comparative Closing the Gaps  Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
HECTOR P GARCIA MIDDLE (057905077) - DALLAS ISD

Accountability Rating Summary

<table>
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<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
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<td>76</td>
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</tr>
<tr>
<td>Student Achievement</td>
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<td>71</td>
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</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td>39</td>
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<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td>63</td>
<td>D</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td>39</td>
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<tr>
<td>School Progress</td>
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<tr>
<td>Relative Performance (Eco Dis: 92.1%)</td>
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<td>39</td>
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</tr>
<tr>
<td>Closing the Gaps</td>
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<td>37</td>
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</tr>
</tbody>
</table>

Local Accountability System (LAS) has been applied to the overall scaled score. For more information see DALLAS ISD Local Accountability System website.

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Mathematics</td>
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<tr>
<td>Science</td>
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</tr>
<tr>
<td>Social Studies</td>
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</tr>
<tr>
<td>Comparative Academic Growth</td>
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</tr>
<tr>
<td>Postsecondary Readiness</td>
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</tr>
</tbody>
</table>
Comparative Closing the Gaps  Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
W H ADAMSON H S (057905002) - DALLAS ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th></th>
<th>Component Score</th>
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<tbody>
<tr>
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Local Accountability System (LAS) has been applied to the overall scaled score. For more information see DALLAS ISD Local Accountability System website.

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
<table>
<thead>
<tr>
<th>Postsecondary Readiness</th>
<th>Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Earned</td>
</tr>
</tbody>
</table>
WHEREAS, December 31, 1993, the City of Dallas executed a housing redevelopment loan agreement with WCH Limited Partnership, a Texas Limited Partnership, comprised of two parties: Wynnewood Community Housing Corporation and Nationsbank Community Development Corporation, in the amount of $1,080,000.00 for The Parks at Wynnewood; and

WHEREAS, on February 10, 2010, City Council authorized a modification to the policy for the acceptance of applications seeking City support for low income housing tax credits financing, when the State of Texas does not require direct City approval; and

WHEREAS, on February 24, 2010, City Council authorized support of the Wynnewood Seniors Housing Project; and

WHEREAS, on September 7, 2011, City Council authorized an amendment to a development loan agreement between the City and Bank of America CDC replacing funding of $1,500,000.00 with modification of the City loan to the project by forgiving $850,000.00 of the $2,193,750.00 balance of the loan in return for a $500,000.00 partial lump sum repayment and an agreement from the developer to repay the remaining $843,750.00 as a five year, 0% interest loan, collateralized with the 39.5 acres remaining in the Parks of Wynnewood site after completion of Phase I; and

WHEREAS, on June 13, 2012, the City requested to have the entire 48 acres of the Parks at Wynnewood Project site demolished over time to be developed in phases on a reduced footprint that will include a combination of both affordable multifamily housing and low-income senior housing units, working with the Council and the appropriate neighborhood groups, with Phase I being new construction of 140 housing units on approximately 8.5 acres, Phase II being new construction of 160 housing units on approximately 7 acres, Phase III being 160 housing units on approximately 5.5 acres and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, on February 27, 2013, City Council authorized a Resolution of Support for the Texas Department of Housing and Community Affair’s (“TDHCA”) 9% low-income housing tax credit allocation for Wynnewood Family Housing project located at 2048 South Zang Boulevard for the acquisition and new construction of the proposed 160-unit multifamily residential development for low income families; and
WHEREAS, on February 27, 2013, City Council authorized the City Manager, upon approval as to form by the City Attorney, to amend the terms of development loan agreement provided for the Parks at Wynnewood located at 1910 Argentia Drive, contingent upon the award of 2013 9% Low Income Housing Tax Credits ("LIHTC"), to: (1) forgive $425,000.00 of the Current balance of the loan and (2) the liability for the $425,000.00 will be assumed by the Wynnewood Family Housing, LP and WCH Limited Partnership will be released from liability on the $425,000.00, and such assumption and release took place on June 26, 2014 and the forgiveness took place on June 26, 2014; and

WHEREAS, on April 8, 2015, City Council adopted the Wynnewood Urban Design Guide by Resolution No. 15-0703, after a public hearing; and

WHEREAS, February 22, 2017, City Council authorized a Resolution of Support for the TDHCA 9% low-income housing tax credit allocation for Wynnewood Senior Housing II Project located at 1805 South Zang Boulevard; and

WHEREAS, the various developers and applicant entities associated with the redevelopment of the Parks at Wynnewood and previous 9% low-income housing tax credit ("HTC") allocations have completed 160 units of affordable multifamily units for families and 140 units of affordable multifamily units for seniors at the redevelopment site; and

WHEREAS, such plan was adopted by the city council on April 8, 2015 by Resolution No. 15-0703, as amended; and

WHEREAS, on June 12, 2019, City Council amended the Comprehensive Housing Policy to amend the policy regarding Resolutions of Support or No Objection by Resolution No. 19-0884; and

WHEREAS, the Comprehensive Housing Policy provides a policy for developers requesting a Resolution of Support or No Objection (Resolutions) for multifamily rental housing developments seeking HTC through the TDHCA; and

WHEREAS, S Zang, LP or its affiliate, ("Applicant") has proposed the acquisition and redevelopment of a mixed-income multifamily complex to be known as HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street in the City of Dallas, Texas; and

WHEREAS, the development is part of a Concerted Revitalization Plan ("CRP") area more specifically outlined in the Wynnewood Urban Design Guide and the Comprehensive Housing Policy, as amended, as the Wynnewood Redevelopment Reinvestment Strategy Area ("RSA"); and
WHEREAS, such plan was adopted by the City Council on May 9, 2018, by Resolution No. 07-1805, as amended; and

WHEREAS, the Applicant proposes to redevelop 120 units, to include 30 1-bedroom, 66 2-bedroom, and 24 3-bedroom; and will include amenities; and

WHEREAS, upon completion of the redevelopment, the Applicant proposes to make 13 of the 120 units available to households earning 0%-30% of Area Median Income ("AMI"), 49 of the 120 units available to households earning between 31%-50% of AMI, 52 of the 120 units available to households earning between 51%-60% of AMI, and 6 market rate units; and

WHEREAS, the Applicant has advised the City that it submitted a pre-application to the TDHCA for 2020 9% Competitive HTC for the proposed acquisition and redevelopment of a property to be known as HighPoint at Wynnewood (TDHCA #20310); and

WHEREAS, the expenditure of Public/Private Partnership funds supporting this development project is consistent with the City's revised Public/Private Partnership Guidelines and Criteria; and

WHEREAS, pursuant to Section 11.9 of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of Support to the Applicant for the 2020 9% Competitive HTC application for HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas, acting through its Governing Body, hereby confirms that it supports the proposed development by S Zang, LP, or its affiliate to be located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224, the development’s application for 2020 9% HTC, and any allocation by the TDHCA of 2020 9% HTC for the proposed development.

SECTION 2. That the City Manager or their designee is hereby authorized to execute an amended and restated redevelopment loan agreement with S Zang, LP or its affiliate, approved as to form by the City Attorney, for the construction of the proposed development. The amended and restated agreement will have the following terms:

a. Line of credit requirements for $500.00:
   1. Applicant must be awarded 2020 9% HTC by TDHCA; and
   2. The line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn; and
SECTION 2. (continued)

3. The line of credit may be repaid at any time but must be repaid in full on expiration or termination of the Land Use Restriction Agreement recorded by TDHCA.

b. Amendments to the project requirements
   1. (a) require the Applicant to obtain 2020 9% LIHTC for the HighPoint at Wynnewood Apartments; (b) extend the timeline for completion by 10 years, to 2027; (c) extend the maturity date by 10 years, to 2027; (d) lower the number of units to be built from 160 to 120; (e) require a 15 year affordability period to be enforced by deed restrictions applicable to the Highpoint at Wynnewood project and subordinate to TDHCA land use restrictions; (f) allow for the forgiveness of the remaining balance of $418,750.00 upon satisfaction of the loan terms and (g) require the Applicant to provide onsite classes for adults, career development/job training, annual health fairs, and a one-time set aside in the amount of $50,000.00 for social services, as consideration to the City for such amendments.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $500.00 to from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit P151, Object 3015, Activity PPPF, Encumbrance/Contract No ECO-2020-00012959, Vendor VC21115, in accordance with this resolution.

SECTION 4. That the Chief Financial Officer is hereby authorized to set up a Receivable Balance Sheet Account in Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet 033F and a Deferred Revenue Balance Sheet, Account 0898, in the amount of $500.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to receive, accept and deposit loan payments from S Zang, LP or affiliate in Public/Private Partnership Fund, Fund 0352, Department ECO, Principal Revenue Code 847G and Interest Revenue Code 847H, and debit Balance Sheet 0001 (Cash); as well as debit Deferred Revenue Balance Sheet Account 0888 and credit Receivable Balance Sheet Account 033F.

SECTION 6. That this formal action has been taken to put on record the opinion expressed by the City of Dallas on February 26, 2020, and that for and on behalf of the Governing Body, the Mayor or City Manager, or their designee, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

SECTION 7. That this resolution affirms that the above-named development has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Wynnewood Urban Design Guide and the City’s Comprehensive Housing Policy as the Wynnewood Redevelopment RSA.
SECTION 8. That the City, upon approval as to form by the City Attorney, may (1) release its lien upon compliance with all loan terms or upon payment by Applicant of the $418,750.00 and the deed restrictions may be released upon compliance with its terms in accordance with this resolution or full payment of the loan amount ($418,750.00) and (2) subordinate its lien to any interim or permanent financing so long as City’s lien is in no lower than third position.

SECTION 9. That the Director of the Office of Economic Development may extend some or all deadlines in this resolution for up to a one year period, as determined in its sole discretion.

SECTION 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.
Site Information Form Part II

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

<table>
<thead>
<tr>
<th>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.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AND</td>
<td>The census tract has a median household income rate in the two highest quartiles within the region (2 points).</td>
</tr>
<tr>
<td>OR</td>
<td>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 (but not limited to) 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).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Tract Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</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)(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.

- licensed center serving children (1 point)(2 miles)
- full service grocery store (1 point)(1 mile)
- pharmacy (1 point)(1 mile)
- health-related facility (1 point)(3 miles)
- university or community college (1 point)(5 miles)
- public transportation route (1 point)
- community, civic or service organization (1 point)(1 mile)

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.

- public transportation route (1 point)
- health-related facility (1 point)(3 miles)
- university or community college (1 point)(5 miles)
- licensed center serving children (1 point)(2 miles)
- full service grocery store (1 point)(1 mile)
- pharmacy (1 point)(1 mile)
- community, civic or service organization (1 point)(1 mile)

x 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.

<table>
<thead>
<tr>
<th>Application is seeking points for Opportunity Index.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

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

---

Self Score Total: 121

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

- Yes Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested.
- 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.
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 (4 points);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 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);
  
**Contiguous Census Tract #**

- Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);
- An At-risk or USDA Development placed in service 25 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:** 0

3. **Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

A. **Proximity to the Urban Core**

- Application is not in the At-Risk Set-Aside; **AND**
- Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) **OR**
- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

OR

B. **Proximity to Jobs (select one)**

- Application is not in the At-Risk or USDA Set-Aside; **AND**
- The Development is located within 1 mile of 16,500 jobs. (6 points)
- The Development is located within 1 mile of 13,500 jobs. (5 points)
- The Development is located within 1 mile of 10,500 jobs. (4 points)
- The Development is located within 1 mile of 7,500 jobs. (3 points)
- The Development is located within 1 mile of 4,500 jobs. (2 points)
- The Development is located within 1 mile of 2,000 jobs. (1 point)

Application is seeking points for Proximity to Job Areas **Total Points Claimed:** 0
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

- **Region:** 3 Urban
- **Yes** Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)
- **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 is included behind Tab 10.

<table>
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<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
<th>Total Points Claimed:</th>
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5. **Declared Disaster Area (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). (10 points)

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
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</thead>
<tbody>
<tr>
<td><strong>x</strong></td>
<td><strong>10</strong></td>
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</table>

6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

- **x** Application meets all of the following requirements: (5 points)
  - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.
  - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
  - Application includes acknowledgement from all lenders and the syndicator of the required closing date.
  - Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
  - Application includes evidence that appropriate zoning will be in place at award.
  - 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, 2020.
  - 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.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>x</strong></td>
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0.5 MILE RADIUS MAP

Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 S Zang, Dallas, Texas 75224

Radius (miles):
0.5

1: Located on a route, with sidewalks for pedestrians, that is 0.5 miles or less from the entrance of a public transportation stop with services beyond 8am-5pm, plus weekend service [11.9(c)(4)(B)(II)(a)]: DART Bus Stop (full service) Zang @ Illinois 82S/81S (~0.4 miles from site).
## Customer Information: (214) 979-1111

Route 81 Weekday/Entre Semana Southbound
PM listings in Bold type/PM en Números Obscuros
Effective: August 12, 2019
-- denotes no service to this stop this trip

### Branches:
WM - WYNNEWOOD VIA MATILDA

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<th>ELM &amp;</th>
<th>ELM &amp;</th>
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<td>WM</td>
<td>12:40</td>
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<td>1:06</td>
<td>1:10</td>
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<th>BRANCH</th>
<th>MOCKINGBIRD STATION</th>
<th>LIVE OAK &amp;</th>
<th>LIVE OAK &amp;</th>
<th>EAST TRANSFER CENTER</th>
<th>ELM &amp;</th>
<th>ELM &amp;</th>
<th>BECKLEY &amp;</th>
<th>BECKLEY &amp;</th>
<th>ZANG &amp;</th>
<th>KIEST &amp;</th>
<th>ZANG &amp;</th>
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</tbody>
</table>

PM listings in Bold type/PM en Números Obscuros
-- denotes no service to this stop this trip

WM - WYNNEWOOD VIA MATILDA

The schedules shown in this timetable are subject to change without notice.
Please note that traffic conditions or bad weather can affect exact running times.
Call 214-979-1111 for information on holidays or special events.
Llame al 214-979-1111 para información durante días festivos o eventos especiales.

**DART Holiday Schedule Information**
(This information will open in a new browser window)
DART Schedules

BUS ROUTE 81/82

Note: Each schedule and map opens in a new separate window. PDF files can be viewed using Adobe's free Acrobat Reader.

Service To:
- Wynnewood Village Shopping Center
- Downtown Dallas
- SMU/Mockingbird Station

Route 81 Schedules:
- Weekday Southbound
- Weekday Northbound
- Saturday Southbound
- Saturday Northbound
- Sunday Southbound
- Sunday Northbound
- Use Route 82 Sunday Northbound

Route 82 Schedules:
- Weekday Southbound
- Weekday Northbound
- Saturday Southbound
- Saturday Northbound
- Sunday Southbound
- Sunday Northbound
- Use Route 81 Sunday Southbound
- Sunday Northbound

Your Guide to Ride
DART's Travel Ambassador Program provides FREE Travel Orientation to anyone who needs a little extra help using public transit (DART's bus and rail service). Click here to learn more.
1 MILE RADIUS MAP

Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip: 1805 s zang, dallas, texas 75224

Highpoint at Wynnewood

Radius (miles):
1

1: Grocery Store within 1 mile [11.9(c)(4)(B)(III)]: Kroger Grocery: Full service grocery located at 752 Wynnewood Village, Dallas, TX 75224 (~0.4 miles from site).

2: Pharmacy within 1 mile [11.9(c)(4)(B)(IV)]: Kroger Pharmacy located at 752 Wynneswood Village, Dallas, TX 75224 (~0.4 miles from site).

3: Community, civic or service organization that provides regular and recurring substantive services [11.9(c)(4)(B)(XIII)]: Empowerment Center: adult learning facility offering licenses and certifications, GED classes, self improvement opportunities located at 2200 Zang Blvd., Dallas, TX 75224 (~0.3 miles from site).
Wynnewood Village Kroger
Dallas, TX Grocery Store

752 Wynnewood Village Shp Ctr
Dallas, TX 75224

Store Phone: (214) 941-8311

Store Hours:
Sun - Sat: 6:00 AM - Midnight

Pharmacy Phone: (214) 942-3191

Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 9:00 PM
Sat: 9:00 AM - 6:00 PM

* Normal Hours of operation. Please call store for changes.

Online Services:
Online Deli/Bakery Ordering
View Weekly Ad

Store Services:
Atm  Bakery
June 2010 An amazing transformation from Exxon Jiffy Lube to Empowerment Center

How The Empowerment Center Was Born:

In June 2010, Dallas Attorney Kip Petroff, along with wife Suzi, an author and former schoolteacher, and New Hope Foundation announced the grand opening of an Adult Learning Center and Community Service Center in South Dallas. Avid environmentalists, the couple was excited to be able to convert an abandoned Exxon Jiffy Lube into a safe and healthy place where local men and women may seek assistance and further their educations. While the Center is specifically designed to meet the needs of adult learners in the immediate community, programs may also be implemented in the future to serve teens and children.
Empowerment Center Director, Reverend Johnny R. Flowers and Architect, Allan Ross

The Empowerment Center is a gift from New Hope Foundation to the community. The Reverend Johnny R. Flowers, an icon of leadership and self-empowerment in South Oak Cliff, has been selected to run the Center. Reverend Flowers has chosen the name Empowerment Center.

The building currently houses three classrooms, meeting spaces, a small kitchen, and offices. Architect Allan Ross was able to save the shell of an Exxon Jiffy Lube, remove hazardous waste, and expand the building from 2,000 square feet to its current 5,000 square feet. It was designed and constructed so that it may eventually accommodate an additional 5,000 square feet of usable space on the second floor.
The Empowerment Center, located at 2200 Zang Blvd, Dallas, Texas 75224, offers various licenses and certifications, GED classes, self-improvement opportunities, and more. Several educational institutions have already begun making plans to use the facility in ways that will further benefit the neighboring community.

**Scheduling your own meeting at the Empowerment Center**

- **How You Can Help:**

  Thank You! We couldn’t do it without YOU!

  - Sell items on ebay and donate a portion of your sales to our sister foundation, Framehouse Outreach Foundation.
  - Or shop items on ebay from sellers who are donating a portion of their sales to our sister foundation, Framehouse Outreach Foundation.

**Recent News**

- Another Amazing EID Year: The 2016 Elves In Disguise Photo Gallery Is Now Live.
- The 2016 Elves In Disguise Home Makeover Is October 24, 2015!

**Follow Us**

- Facebook

1: Center licensed by DFPS specifically to provide a school-age program or to provide a child care program for infants, toddlers and/or pre-kindergarten within 2 miles [11.9(c)(4)(B)(VI)]: Annette’s Day Care Center Too!: DFPS licensed child care program located at 3034 S. Beckley Avenue, Dallas, TX 75224 (~1.6 miles from site).
Annette's DayCare Center Too

Are you in need of childcare? Come check Annette's Day Care Center Too! Your child will have a great experience. Our goal is to get children prepared for the future. We are open for kids ages 0-12 years old, before, and after school care. Our kids learn something new on a daily basis with our teachers. Our teachers are also bilingual giving your child the advantage of knowing two languages. We are open from 6 am to 11 pm. We are also available on weekends. For more information you can give us a call at 214-946-1885 or 469-358-3526.
### 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>1532560</th>
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<td>Operation Type:</td>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
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<tr>
<td>Operation/Caregiver Name:</td>
<td>Annette's Day Care Center Too!</td>
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<tr>
<td>Location Address:</td>
<td>3034 S BECKLEY AVE DALLAS, TX 75224</td>
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<td>Mailing Address:</td>
<td>3034 S BECKLEY AVE DALLAS, TX 75224</td>
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<tr>
<td>Phone Number:</td>
<td>469-358-3526</td>
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<td>County:</td>
<td>DALLAS</td>
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<tr>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:annetesdaycare@gmail.com">annetesdaycare@gmail.com</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Bobra Moore-Williams</td>
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<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
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<td>Issuance Date:</td>
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<td>Permit Renewal Due By Date:</td>
<td>9/3/2020</td>
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<tr>
<td>Conditions on Permit:</td>
<td>No</td>
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<td>Accepts Child-Care Subsidies:</td>
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<td>Hours of Operation:</td>
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<td>Days of Operation:</td>
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<td>Total Capacity:</td>
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<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
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<tr>
<td>Total Capacity:</td>
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<td>Number Of Admin Penalties:</td>
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<td>Corrective Action:</td>
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<td>Adverse Action:</td>
<td>No</td>
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<tr>
<td>Temporarily Closed:</td>
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### Five 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 five years, Licensing conducted the following:

  - 23 - Inspections
  - 0 - Assessments
  - 3 - Self Reported Incidents
  - 10 - Reports

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

- In the last five years, Licensing conducted the following:

  - 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 Five year history.

**Five Year Compliance Summary**

- During the last five years, 2907 standards were evaluated for compliance at this operation.

- Of the standards evaluated **18** 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 five years are as follows:

  6 were weighted as **High**
  6 were weighted as **Medium - High**
  5 were weighted as **Medium**
  0 were weighted as **Medium - Low**
  1 was 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.
3 MILE RADIUS MAP

Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 s zang, dallas, texas 75224

Highpoint at Wynnewood

Radius (miles):
3

1: Health-related Facility within 3 miles [11.9(c)(4)(B)(V)]: Wynnewood Acute Response Clinic located at 655 W. Illinois Avenue, Suite 725, Dallas, TX 75224 (~0.4 miles from site).

2: Health-related Facility within 3 miles [11.9(c)(4)(B)(V)]: South Oak Cliff Dialysis Center located at 740 Wynnewood Shop Center, Dallas, TX 75224 (~0.4 miles from site).
Internal Medicine

A physician who provides long-term, comprehensive care in the office and the hospital, managing both common and complex illness of adolescents, adults and the elderly. Internists are trained in the diagnosis and treatment of cancer, infections and diseases affecting the heart, blood, kidneys, joints and digestive, respiratory and vascular systems. They are also trained in the essentials of primary care internal medicine, which incorporates an understanding of disease prevention, wellness, substance abuse, mental health and effective treatment of common problems of the eyes, ears, skin, nervous system and reproductive organs.
Specialty: Physician Assistant
Taxonomy Code: 363A00000X

Edit contact information (/correction/)

Physicians Premier ER
Emergency care without the wait. open 24/7 at Palm Valley and AW Grimes Blvd.

NPI Profile & details for WYNNEWOOD ACUTE RESPONSE CLINIC

NPI Number: 1235538141
LBN Legal business name: DALLAS COUNTY HOSPITAL DISTRICT
DBA Doing business as: WYNNEWOOD ACUTE RESPONSE CLINIC
Authorized official: FREDERICK CERISE - (PRESIDENT/CHIEF EXECUTIVE OFFICER)
Entity: Organization
Organization subpart: No
Enumeration date: 08/15/2014
Last updated: 09/14/2015 - About 4 years ago
Identifiers: n/a

Some organization health care providers are made up of components that furnish different types of health care or have separate physical locations where health care is furnished. These components and physical locations are not themselves legal entities, but are part of the organization health care provider (which is a legal entity). A covered organization provider may decide that its subparts (if it has any) should have their own NPI numbers. If a subpart conducts any HIPAA (Health Insurance Portability and Accountability Act) standard transactions on its own (e.g., separately from its parent), it must obtain its own NPI number.

QuickBooks®. Get Yours.
Get organized, save 42 hours a month, and find tax savings with QuickBooks® Online

Reviews for WYNNEWOOD ACUTE RESPONSE CLINIC
There are currently no reviews for WYNNEWOOD ACUTE RESPONSE CLINIC
Be the first to post a comment or review.

Read our reviews / comments about this provider to help you decide if they are right for you. Share your experience by posting a comment or review about this provider to help others decide which is right for them.

Nearby Doctors & Physicians

MONICA T HERRERA, PA
655 W ILLINOIS AVE
DALLAS, TX

NORTH TEXAS CARDIOVASCULAR ASSOC
621 W COLORADO
DALLAS, TX
<table>
<thead>
<tr>
<th>Name</th>
<th>Specialty</th>
<th>Address</th>
<th>Phone</th>
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<tr>
<td>O.C MEDICAL ASSOCIATES PA</td>
<td>Internal Medicine</td>
<td>737 N. BISHOP AVENUE</td>
<td>221 WEST COLORADO BLVD</td>
</tr>
<tr>
<td>ROGERS P FAIR, R, MD</td>
<td>Internal Medicine</td>
<td>221 WEST COLORADO BLVD STE 525</td>
<td>DALLAS, TX</td>
</tr>
<tr>
<td>ZACHARY S DREYFUSS, MD</td>
<td>Critical Care Medicine</td>
<td>221 W COLORADO BLVD STE 525</td>
<td>DALLAS, TX</td>
</tr>
<tr>
<td>RACHEL DAVID, LCSW</td>
<td>Behavioral Health</td>
<td>4500 S. LANCASTER ST</td>
<td>DALLAS, TX</td>
</tr>
<tr>
<td>LINDA C MOODY, RN MSN FNP PMHN</td>
<td>Psychiatric-Mental Health</td>
<td>4500 S. LANCASTER RD STE 1C143</td>
<td>DALLAS, TX</td>
</tr>
<tr>
<td>MYRIAM J RODRIGUEZ LAGUER, MD</td>
<td>Internal Medicine</td>
<td>4500 SOUTH LANCASTER RD</td>
<td>DALLAS, TX</td>
</tr>
<tr>
<td>ANNE M WARD, PA-C</td>
<td>Physician Assistant</td>
<td>1411 N. BECKLEY AVE.</td>
<td>DALLAS, TX</td>
</tr>
<tr>
<td>ADRIENNE WORKMAN</td>
<td>Internal Medicine</td>
<td>1441 NORTH BECKLEY AVENUE</td>
<td>DALLAS, TX</td>
</tr>
</tbody>
</table>

View all Doctors & Physicians

[link to doctors page]
South Oak Cliff Dialysis Ctr

South Oak Cliff Dialysis Ctr was recognized and certified in Oct 11th, 1994 by Centers for Medicare & Medicaid Services (CMS) as one of the modern dialysis facilities which are scientifically measured and assessed to have high-quality dialysis services for promoting health and improving the quality of life. South Oak Cliff Dialysis Ctr is located at 740 Wynnewood Shop Ctr Dallas, TX 75224 and can be contacted via phone number (214) 943-7065.

Overview

**Facility Name:** South Oak Cliff Dialysis Ctr  
**Address:** 740 Wynnewood Shop Ctr Dallas, TX 75224  
**Phone:** (214) 943-7065

**CMS number:** 452687 (Centers for Medicare & Medicaid Services provider number)  
**Certification Date:** Oct 11th, 1994  
**Ownership Type:** Profit  
**Owned or managed by chain organization:** Fresenius Medical Care

Number of dialysis stations: 40  
Facility has a shift starting at 5:00 p.m. or later: No  
Offers in-center hemodialysis: Yes  
Offers in-center peritoneal dialysis: No  
Offers home hemodialysis training: No

Contact Info

740 Wynnewood Shop Ctr Dallas, TX 75224  
(214) 943-7065

Terms apply.*
Quality Measures

Center for Medicare & Medicaid Services (CMS) regularly surveys the quality of dialysis services basing on different metrics which more or less reflects the overall conditions of patients after receiving the services. This quality measures report is provided in order to help patients understand the dialysis services being offered by South Oak Cliff Dialysis Ctr and to help the facilities improve their service quality for promoting health. The following quality measures are collected, compiled and publicized on Oct 30th, 2019 by CMS

<table>
<thead>
<tr>
<th>Percentage of adult hemodialysis patients that have Kt/V greater than or equal to 1.2 after getting enough wastes removed from their blood during dialysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Nation</td>
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</table>

<table>
<thead>
<tr>
<th>Percentage of adult peritoneal dialysis patients that have Kt/V greater than or equal to 1.7 after getting enough wastes removed from their blood during dialysis</th>
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</thead>
<tbody>
<tr>
<td>Facility</td>
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<tr>
<td>State</td>
</tr>
<tr>
<td>Nation</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of children that have Kt/V greater than or equal to 1.2 after getting enough wastes removed from their blood during dialysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
</tr>
<tr>
<td>Measure</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Percentage of adult patients who received treatment through an arterial venous fistula</td>
</tr>
<tr>
<td>Percentage of adult patients who had a catheter (tube) left in a vein for 90 days or longer when receiving their regular hemodialysis treatments (lower percentage is better)</td>
</tr>
<tr>
<td>Percentage of patients who had average hemoglobin (hgb) less than 10.0 g/dL (lower percentage is better)</td>
</tr>
<tr>
<td>Percentage of patients who had average hemoglobin (hgb) greater than 12.0 g/dL (lower percentage is better)</td>
</tr>
<tr>
<td>Percentage of adult patients with hypercalcemia, having serum calcium greater than 10.2 mg/dL (lower percentage is better)</td>
</tr>
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</table>
This dialysis data was updated by using the dataset publicized on Oct 30th, 2019 by the Centers for Medicare and Medicaid Services (CMS). If you found out anything that is incorrect and want to change it, please follow this Update Data guide.

### Related Providers

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<tbody>
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<td>2%</td>
<td>Data not available.</td>
</tr>
</tbody>
</table>

8.1% Annuity Return  
Ad AnnuityAlliance.com

Private Pediatric Home Nurse - Skilled Child Home Health Care  
Ad brightstaricare.com

Contact Us Today  
Ad Absentys

Dr. Mark A Brickey - Internal Medicine, Richardson TX  
healthcare4ppl.com

Dr. Lawrence H Peters - Pain Management, Louisville KY  
healthcare4ppl.com

Dwic Of Tampa Bay Inc - Medical Group in Tampa Florida  
healthcare4ppl.com

Susan J Rhodes - Registered Dieti Nutrition Professional, Fort Worth  
healthcare4ppl.com

Home Medical Supplies & Equipment I - Medical Supplies & Equipment, Inc. at 4  
healthcare4ppl.com

Non-Surgical Fibroid Tre:  
Ad Houston Fibroids

All Medical & Equipment Supplies - All Me & Equipment Supplies at 45 South Main S  
healthcare4ppl.com

Comprehensive Hematology Oncology Medical Group in St Petersburg Florid  
healthcare4ppl.com

Dr. Margaret Elizabeth Speeker-cruit - U Pensacola FL  
healthcare4ppl.com
Brookriver Dialysis
8101 Brookriver Drive
Lake Cliff Dialysis Center
805 N. Beckley Avenue

Redbird Dialysis Center
4111 Camp Wisdom Rd
Oak Cliff Dialysis
2000 South Llewellyn
Ut Southwestern - Oakcliff Dialysis
608-610 Wynnewood Village
Fmc North Buckner Dialysis Center
3650 N Buckner Blvd 108

Most Viewed Facilities

Greater Irving Ii Regional Dialysis Center, LLC
1070 N Westmoreland Road
Us Renal Care North Dallas Dialysis
10740 N Central Expressway Suite 150

Top Rated Facilities

Oak Cliff Dialysis
2000 South Llewellyn
Bma Of Dallas Central
7610 Military Parkway
Lake Cliff Dialysis Center
Brookriver Dialysis
8101 Brookriver Drive
Fmc - Village Ii Dialysis
6300 Samuel Blvd Ste 125
Greater Irving Ii Regional Dialysis Center, LLC
Nearby Facilities

- Childrens Medical Center Dialysis Unit
  (dialysis/texas/dallas/childrens-medical-center-dialysis-unit-453302.html)
  1935 Medical District Drive
- Brookriver Dialysis
  (dialysis/texas/dallas/brookriver-dialysis-452703.html)
  8101 Brookriver Drive
- Fresenius Medical Care Kiest Station
  (dialysis/texas/dallas/fresenius-medical-care-kiest-station-672564.html)
  5148 South Lancaster, Suite B
- Walnut Hill Dialysis Center
  (dialysis/texas/dallas/walnut-hill-dialysis-center-452702.html)
  9840 North Central Expressway Suite 340
- Oak Cliff Dialysis
  (dialysis/texas/dallas/oak-cliff-dialysis-452894.html)
  2000 South Llewellyn
- Redbird Dialysis Center
  (dialysis/texas/dallas/redbird-dialysis-center-452699.html)
  4111 Camp Wisdom Rd

Newly Added Facilities

- Ashdow Dialysis, LLC
  (dialysis/texas/dallas/ashdow-dialysis-llc-742546.html)
  4405 Ross Ave
- Davita Central Dallas Dialysis
  (dialysis/texas/dallas/davita-central-dallas-dialysis-672632.html)
  9500 North Central Expressway Suite #102
- Greater Irving ii Regional Dialysis Center, LLC
  (dialysis/texas/dallas/greater-irving-ii-regional-dialysis-center-llc-672831.html)
  1070 N Westmoreland Road
- Home Kidney Care
  (dialysis/texas/dallas/home-kidney-care-452857.html)
  6200 Lbj Freeway Suite 100
- Us Renal Care North Dallas Dialysis
  10740 N Central Expressway Suite 150
- Usrc East Dallas, LLC
  (dialysis/texas/dallas/usrc-east-dallas-llc-742506.html)
  11255 Graland Rd. Suite 1160

Health Services

- Doctors (/physician)
- Medical Suppliers (/supplier)
- Hospitals (/hospital)
- Home Health (/home-health)
HealthCare4PPL.com does not provide medical advice, diagnosis or treatment. The information contained in this website is only for general information purposes. The information mainly comes from Centers for Medicare & Medicaid Services (CMS) published data, and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, user generated contents or related graphics or advertisings contained on the website for any purposes. Any reliance you place on such information is therefore strictly at your own risk. Use of this website constitutes acceptance of the Terms of Service (/terms-of-service.html) and Privacy Policy (/privacy-policy.html).

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Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 S Zang, Dallas, Texas 75224

Highpoint at Wynnewood

Radius (miles):
5

1: Accredited University or Community College within 5 miles [11.9(c)(4)(B)(IX)]:
El Centro College: accredited college of the Dallas County Community College District located at 801 Main Street, Dallas, TX 75202 (~4.3 miles from site).
Professional Development Days - Thursday and Friday, February 27-28: To allow employees to participate in professional development activities, Thursday day and evening classes and Friday day classes will not meet. Friday evening, Saturday and Sunday classes will meet.
Let’s Get Started

First-Time Students

Current Students

Transfer Students

International Students

Veterans & Active Military

Online Students

Continuing Education

Workforce Development

High School Students

We believe you can succeed!
Reach your goals with our credit and noncredit programs, convenient schedules and low-cost tuition.

Find a Class

Programs of Study

Pay for College

Apply Now

Start Your Path to Success

As you navigate college, you now have a tool to guide you through community college: your guided pathway. Your guided pathway will help you find the courses you need to take to prepare you for success in college and your career. Find the right courses to get the career you want.

Find Your Guided Pathway

Google Get a Google IT Support Professional

Certificate at El Centro
Downtown Campus
801 Main St.
Dallas, TX 75202
214-860-2000

West Campus
3330 N. Hampton Road
Dallas, TX 75212
972-391-1400

Mockingbird
1250 W. Mockingbird Lane
Dallas, TX 75247
214-860-2301

Center for Design
1201 Main St.
Dallas, TX 75202
214-860-2000

R Building
701 Elm St.
Dallas, TX 75202
214-860-2000

Paramount (Health)
301 N. Market St.
Dallas, TX 75202
972-860-5001
Get Seasoned Dallas!

Buy tickets now for your chance to Experience Dallas Culinary Culture!
Common Book Kick-Off Event

Join us on Tuesday, February 25 and pick up a copy of this year's Common Book, "March: Book One" and learn about its author, Congressman John Lewis.

Dine at El Centro College

Come taste what our students are cooking for American Regional lunch on Thursdays (beginning February 6th)

News

Register now for new fast track Culinary Program at North location!
El Centro College is excited to announce the expansion of the Culinary, Pastry and Hospitality Program to a new North Dallas facility located at Webb Chapel and 635.

Common Book Program Spring Events
The Literacy Link chairs, Samantha Schulze and Joselyn Gonzalez welcome you to El Centro College’s Common Book program for 2020 – "March: Book One."
ECC Professor Recognized By TACHE for Service to Chicano Students
Congratulations to Professor Vanessa Mercado-Taylor

The H. Paxton Moore Fine Art Gallery Presents "These Bright Hours, a Solo Exhibition" by Hannah Bludworth
Come see "These Bright Hours," on exhibit from Jan. 13 - Feb. 12.

Dallas Culinary Education and Training Takes Big Leap Forward in 2020 With El Centro Program Expansion
The new year ahead means expansion and a new name for one of Dallas County Community College District’s signature programs: The Food & Hospitality Institute at El Centro is becoming the Culinary, Pastry and Hospitality (CPH) program.

El Centro College Receives 2019 Star Award for Triple Credit Model Fire Academy
The distinction, presented by the Texas Higher Education Coordinating Board, recognizes institutions of higher learning for their exceptional contributions toward supporting student access and success.

Upcoming Events

Professional Development Day/Work Day for Employees - Day Classes Will Not Meet
📅 Friday, February 28
tick All Day
Phi Theta Kappa - General Meeting
📅 Friday, February 28
⏰ 10:00 AM
📍 El Centro College - Downtown Campus

NTFB Mobile Food Pantry
📅 Wednesday, March 4
⏰ All Day
📍 El Centro College - Downtown Campus

Recruitment: SMU
📅 Thursday, March 5
⏰ 1:30 PM
📍 El Centro College - Downtown Campus

El Centro College Preview Day
📅 Friday, March 6
⏰ 9:00 AM
📍 El Centro College - Downtown Campus
Stay Alert and Stay Safe

- The CARE Team responds to individuals who are struggling to maintain essential needs (food, shelter, etc.) and/or who are demonstrating concerning behaviors.

- Title IX coordinators respond to individuals who have been victims of gender-based discrimination, harassment or sexual misconduct.

- The Police respond to immediate threats to life and property.

Submit a Concern to the CARE Team | Report a Title IX Incident | Report a Student Complaint | Report a Student Code of Conduct Violation | Report Sexual Assault or Sexual Misconduct

View Mental Health Resources
If you find any accessibility or functionality issues while browsing the El Centro College website, please take the time to notify us of the issue through the Website Accessibility Request Form.

For information on how to file an internal grievance alleging violation of the ADA or Section 504, please see the Dallas County Community College District Board Policy Manual:

   Policy For Students   Policy For Employees
## Supporting Documentation for the Site Information Form Part II

### n/a Opportunity Index (Competitive HTC and Direct Loan Only)

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- 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
- 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.

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

#### n/a For Colonia:

- Evidence from Attorney General of Colonia boundaries; and

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

- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

#### n/a For Economically Distressed Areas:

- Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and

- Map showing development site boundaries, relative to EDA boundaries.

#### n/a For other items:

Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory Report posted on 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)

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application)
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

### n/a Proximity to Job Areas (Competitive HTC Only)

#### Proximity to Urban Core

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

**OR**

#### Proximity to Jobs
US Census' OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1 but before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)
Concerted Revitalization Plan (Competitive HTC Only)

CRP Packet, including backup documentation for amenities is inserted behind this tab.

Declared Disaster Area: (Competitive HTC Only)

The county in which the Development Site is located is listed on the 2020 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.

Readiness to Proceed (Competitive HTC Only)

Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance at some point since December 1, 2016 (only required if county is not included on the list and Applicant believes it should be).

Certification regarding closing deadline
Acknowledgement(s) of closing deadline from lenders and syndicator
Certification regarding construction contract signing deadline
Evidence that appropriate zoning will be in place at award (July 23, 2020).

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.
Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 S Zang, Dallas, Texas 75224

Highpoint at Wynnewood

Radius (miles):
0.5

1: Located on a route, with sidewalks for pedestrians, that is 0.5 miles or less from the entrance of a public transportation stop with services beyond 8am-5pm, plus weekend service [11.9(c)(4)(B)(II)(a)]: DART Bus Stop (full service) Zang @ Illinois 82S/81S (~0.4 miles from site).
Customer Information: (214) 979-1111

Route 81 Weekday/Entre Semana Southbound
PM listings in Bold type/PM en Números Obscuros
Effective: August 12, 2019
-- denotes no service to this stop this trip

Branches:
WM - WYNNEWOOD VIA MATILDA

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<th>LIVE OAK &amp;</th>
<th>LIVE OAK &amp;</th>
<th>EAST TRANSFER CENTER</th>
<th>LIVE OAK &amp;</th>
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</tr>
</tbody>
</table>

PM listings in Bold type/PM en Números Obscuros
-- denotes no service to this stop this trip

WM - WYNNEWOOD VIA MATILDA

The schedule shown in this timetable are subject to change without notice.
Please note that traffic conditions or bad weather can affect exact running times.
Call 214-979-1111 for information on holidays or special events.
Llame 214-979-1111 para informacion durante días festivos o eventos especiales.

DART Holiday Schedule Information
(This information will open in a new browser window)
1: Grocery Store within 1 mile [11.9(c)(4)(B)(III)]: Kroger Grocery: Full service grocery located at 752 Wynnewood Village, Dallas, TX 75224 (~0.4 miles from site).

2: Pharmacy within 1 mile [11.9(c)(4)(B)(IV)]: Kroger Pharmacy located at 752 Wynnewood Village, Dallas, TX 75224 (~0.4 miles from site).

3: Community, civic or service organization that provides regular and recurring substantive services [11.9(c)(4)(B)(XIII)]: Empowerment Center: adult learning facility offering licenses and certifications, GED classes, self improvement opportunities located at 2200 Zang Blvd., Dallas, TX 75224 (~0.3 miles from site).
Wynnewood Village Kroger
Dallas, TX Grocery Store

752 Wynnewood Village Shp Ctr
Dallas, TX 75224

Store Phone: (214) 941-8311
Store Hours:
Sun - Sat: 6:00 AM - Midnight

Pharmacy Phone: (214) 942-3191
Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 9:00 PM
Sat: 9:00 AM - 6:00 PM
* Normal Hours of operation. Please call store for changes.

Online Services:
Online Deli/Bakery Ordering
View Weekly Ad

Store Services:
Atm
Bakery
June 2010 An amazing transformation from Exxon Jiffy Lube to Empowerment Center

How The Empowerment Center Was Born:

In June 2010, Dallas Attorney Kip Petroff, along with wife Suzi, an author and former schoolteacher, and New Hope Foundation announced the grand opening of an Adult Learning Center and Community Service Center in South Dallas. Avid environmentalists, the couple was excited to be able to convert an abandoned Exxon Jiffy Lube into a safe and healthy place where local men and women may seek assistance and further their educations. While the Center is specifically designed to meet the needs of adult learners in the immediate community, programs may also be implemented in the future to serve teens and children.
Empowerment Center Director, Reverend Johnny R. Flowers and Architect, Allan Ross

The Empowerment Center is a gift from New Hope Foundation to the community. The Reverend Johnny R. Flowers, an icon of leadership and self-empowerment in South Oak Cliff, has been selected to run the Center. Reverend Flowers has chosen the name "Empowerment Center."

The building currently houses three classrooms, meeting spaces, a small kitchen, and offices. Architect Allan Ross was able to save the shell of an Exxon Jiffy Lube, remove hazardous waste, and expand the building from 2,000 square feet to its current 5,000 square feet. It was designed and constructed so that it may eventually accommodate an additional 5,000 square feet of useable space on the second floor.
FIRST DUPLICATION OF TAB 9 SUBMISSIONS - BPS
The Empowerment Center, located at 2200 Zang Blvd, Dallas, Texas 75224, offers various licenses and certifications, GED classes, self-improvement opportunities, and more. Several educational institutions have already begun making plans to use the facility in ways that will further benefit the neighboring community.

Scheduling your own meeting at the Empowerment Center

How You Can Help:

Thank You! We couldn’t do it without YOU!

- Sell items on eBay and donate a portion of your sales to our sister foundation, Framehouse Outreach Foundation.
- Or shop items on eBay from sellers who are donating a portion of their sales to our sister foundation, Framehouse Outreach Foundation.

Recent News

- Another Amazing EID Year! The 2015 Elves In Disguise Photo Gallery Is Now Live!
- The 2015 ELVES IN DISGUISE HOME MAKEOVER IS OCTOBER 24, 2015!

Follow Us

- Facebook
- Facebook
2 MILE RADIUS MAP

Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 S Zang, Dallas, Texas 75224

Radius (miles):
2

Highpoint at Wynnewood

1: Center licensed by DFPS specifically to provide a school-age program or to provide a child care program for infants, toddlers and/or pre-kindergarten within 2 miles [11.9(c)(4)(B)(VI)]: Annette’s Day Care Center Too!: DFPS licensed child care program located at 3034 S. Beckley Avenue, Dallas, TX 75224 (~1.6 miles from site).
Are you in need of childcare? Come check Annette's Day Care Center Too! Your child will have a great experience. Our goal is to get children prepared for the future. We are open for kids ages 0-12 years old, before, and after school care. Our kids learn something new on a daily basis with our teachers. Our teachers are also bilingual giving your child the advantage of knowing two languages. We are open from 6 am to 11 pm. We are also available on weekends. For more information, you can give us a call at 214-946-1885 or 469-358-3526.
<table>
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<tr>
<th>Operation Details</th>
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<td>Operation Number:</td>
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<tr>
<td>Operation Type:</td>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Annette's Day Care Center Too!</td>
</tr>
</tbody>
</table>
| Location Address: | 3034 S BECKLEY AVE  
Dallas, TX 75224 |
| Mailing Address:  | 3034 S BECKLEY AVE  
Dallas, TX 75224 |
| Phone Number:     | 469-358-3526 |
| County:           | Dallas |
| Website Address:  |  |
| Email Address:    | annettesdaycare@gmail.com |
| Administrator/Director Name: | Boobra Moore-Williams |
| Type of Issuance: | Full Permit |
| Issuance Date:    | 9/3/2014 |
| Permit Renewal Due By Date: | 9/3/2020 |
| Conditions on Permit: | No |
| Accepts Child-Care Subsidies: | |
| Hours of Operation: | 06:00 AM-06:00 AM |
| Days of Operation: | Monday - Saturday |
| Total Capacity:    | 36 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Total Capacity:    | 36 |
| Number Of Admin Penalties: | 0 |
| Corrective Action: | No |
| Adverse Action:    | No |
| Temporarily Closed: | No |

Five 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 five years, Licensing conducted the following:

  23 - Inspections
  0 - Assessments
  3 - Self Reported Incidents
  10 - 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 Five year history.

Five Year Compliance Summary

• During the last five years, 2907 standards were evaluated for compliance at this operation.

• Of the standards evaluated 18 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
  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 five years are as follows:

  6 were weighted as High
  6 were weighted as Medium - High
  5 were weighted as Medium
  0 were weighted as Medium - Low
  1 was 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.
3 MILE RADIUS MAP

Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 s zang, dallas, texas 75224

Radius (miles):
3

Highpoint at Wynnewood

1: Health-related Facility within 3 miles [11.9(c)(4)(B)(V)]: Wynnewood Acute Response Clinic located at 655 W. Illinois Avenue, Suite 725, Dallas, TX 75224 (~0.4 miles from site).

2: Health-related Facility within 3 miles [11.9(c)(4)(B)(V)]: South Oak Cliff Dialysis Center located at 740 Wynnewood Shop Center, Dallas, TX 75224 (~0.4 miles from site).
WYNNEWOOD ACUTE RESPONSE CLINIC

LBN (Legal business name)  DALLAS COUNTY HOSPITAL DISTRICT

Internal Medicine
A physician who provides long-term, comprehensive care in the office and the hospital, managing both common and complex illness of adolescents, adults and the elderly. Internists are trained in the diagnosis and treatment of cancer, infections and diseases affecting the heart, blood, kidneys, joints and digestive, respiratory and vascular systems. They are also trained in the essentials of primary care internal medicine, which incorporates an understanding of disease prevention, wellness, substance abuse, mental health and effective treatment of common problems of the eyes, ears, skin, nervous system and reproductive organs.

Contact Information
WYNNEWOOD ACUTE RESPONSE CLINIC
LBN (Legal Business Name) DALLAS COUNTY HOSPITAL DISTRICT
655 W ILLINOIS AVE
#725
DALLAS, TX 75224-1814

Phone: 214-590-7118
Fax:
Website:

Specialty  | Taxonomy Code
--- | ---
Internal Medicine  | 207R00000X
Clinical  | 1041C0700X
Family Medicine  | 207Q00000X
Nurse Practitioner  | 363L00000X
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<th>NPI Profile &amp; details for WYNNEWOOD ACUTE RESPONSE CLINIC</th>
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<td><strong>NPI Number:</strong> 1235538141</td>
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<td><strong>LBN (Legal business name):</strong> DALLAS COUNTY HOSPITAL DISTRICT</td>
</tr>
<tr>
<td><strong>DBA (Doing business as):</strong> WYNNEWOOD ACUTE RESPONSE CLINIC</td>
</tr>
<tr>
<td><strong>Authorized official:</strong> FREDERICK CERISE - (PRESIDENT/CHIEF EXECUTIVE OFFICER)</td>
</tr>
<tr>
<td><strong>Entity (Organization subpart):</strong> Organization</td>
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<td><strong>Enumeration date:</strong> 08/15/2014</td>
</tr>
<tr>
<td><strong>Last updated:</strong> 09/14/2015 - About 4 years ago</td>
</tr>
</tbody>
</table>

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**Physicians Premier ER**

Emergency care without the wait. Open 24/7 at Palm Valley and AW Grimes Blvd.

[mdpremier.com](http://mdpremier.com)

---

Some organization health care providers have components or subparts that furnish different types of health care or have separate physical locations where health care is furnished. These components and subparts are not themselves legal entities, but are part of the organization health care provider, which is a legal entity. A covered organization provider may decide that its subparts (if it has any) should have their own NPI numbers. If a subpart conducts any HIPAA standard transactions on its own (e.g., separately from its parent), it must obtain its own NPI number.

---

**NPI Profile & details for WYNNEWOOD ACUTE RESPONSE CLINIC**

Get organized, save 42 hours a month, and find tax savings with QuickBooks® Online.

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**QuickBooks®, Get Yours.**

Get organized, save 42 hours a month, and find tax savings with QuickBooks® Online.

---

**Nearby Doctors & Physicians**

- **MONICA T HERRERA, PA**
  - **Address:** 605 W ILLINOIS AVE
  - **City:** DALLAS, TX

- **NORTH TEXAS CARDIOVASCULAR ASSOC**
  - **Address:** 221 W COLORADO
  - **City:** DALLAS, TX
South Oak Cliff Dialysis Ctr was recognized and certified in Oct 11th, 1994 by Centers for Medicare & Medicaid Services (CMS) as one of the modern dialysis facilities which are scientifically measured and assessed to have high-quality dialysis services for promoting health and improving the quality of life. South Oak Cliff Dialysis Ctr is located at 740 Wynnewood Shop Ctr Dallas, TX 75224 and can be contacted via phone number (214) 943-7065.

Overview

- **Facility Name**: South Oak Cliff Dialysis Ctr
- **Address**: 740 Wynnewood Shop Ctr Dallas, TX 75224
- **Phone**: (214) 943-7065
- **CMS number**: 452687
- **Certification Date**: Oct 11th, 1994
- **Ownership Type**: Profit owned or managed by chain organization: Fresenius Medical Care
- **Number of dialysis stations**: 40
- **Facility has a shift starting at 5:00 p.m. or later**: No
- **Offers in-center hemodialysis**: Yes
- **Offers in-center peritoneal dialysis**: No
- **Offers home hemodialysis training**: No

Contact Info

- 740 Wynnewood Shop Ctr Dallas, TX 75224
- (214) 943-7065

Terms apply.*
Quality Measures

Center for Medicare & Medicaid Services (CMS) regularly surveys the quality of dialysis services basing on different metrics which more or less reflects the overall condition of patients after receiving the services. This quality measures report is provided in order to help patients understand the dialysis services being offered by South Oak Cliff Dialysis Ctr and to help the facilities improve their service quality for promoting health. The following quality measures were collected, compiled and publicized on Oct 30th, 2019 by CMS

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<tr>
<th>Measure</th>
<th>Facility</th>
<th>State</th>
<th>Nation</th>
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<tr>
<td>Percentage of adult hemodialysis patients that have Kt/V greater than or equal to 1.2 after getting enough wastes removed from their blood during dialysis</td>
<td>93%</td>
<td>96%</td>
<td>96%</td>
</tr>
<tr>
<td>Percentage of adult peritoneal dialysis patients that have Kt/V greater than or equal to 1.7 after getting enough wastes removed from their blood during dialysis</td>
<td>N/A</td>
<td>89%</td>
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<tr>
<td>Percentage of children that have Kt/V greater than or equal to 1.2 after getting enough wastes removed from their blood during dialysis</td>
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</tr>
<tr>
<td>Metric Description</td>
<td>Facility</td>
<td>State</td>
<td>Nation</td>
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<tr>
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</tr>
<tr>
<td>Percentage of adult patients who received treatment through an arterial venous fistula</td>
<td>58%</td>
<td>66%</td>
<td>66%</td>
</tr>
<tr>
<td>Percentage of adult patients who had a catheter (tube) left in a vein for 90 days or longer when receiving their regular hemodialysis treatments (lower percentage is better)</td>
<td>6%</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Percentage of patients who had average hemoglobin (hgb) less than 10.0 g/dL (lower percentage is better)</td>
<td>5%</td>
<td>17%</td>
<td></td>
</tr>
<tr>
<td>Percentage of patients who had average hemoglobin (hgb) greater than 12.0 g/dL (lower percentage is better)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>Percentage of adult patients with hypercalcemia, having serum calcium greater than 10.2 mg/dL (lower percentage is better)</td>
<td>1%</td>
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This dialysis data was updated by using the dataset publicized on **Oct 30th, 2019** by the Centers for Medicare and Medicaid Services (CMS). If you found out anything that is incorrect and want to change it, please follow this Update Data [Update Data](/dialysis/help.html#updatedata) guide.

### Related Providers

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<th>State</th>
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<tbody>
<tr>
<td>Nation</td>
<td>2%</td>
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</table>

N/A Data not available.

---

- **8.1% Annuity Return**
  - Ad [AnnuityAlliance.com](http://AnnuityAlliance.com)

- **Private Pediatric Home Nurse - Skilled Child Home Health Care**
  - Ad [brightstarcare.com](http://brightstarcare.com)

- **Contact Us Today**
  - Ad [Absentys](http://Absentys)

- **Dr. Mark A Brickey - Internal Medicine**
  - Richardson TX
  - [healthcare4ppl.com](http://healthcare4ppl.com)

- **Dr. Lawrence H Petterson I - Internal Medicine**
  - Louisville KY
  - [healthcare4ppl.com](http://healthcare4ppl.com)

- **Dwic Of Tampa Bay Inc - Medical Group in Tampa Florida**
  - [healthcare4ppl.com](http://healthcare4ppl.com)

- **All Medical & Equipment Supplies - All Medical & Equipment Supplies at 45 South Main St**
  - [healthcare4ppl.com](http://healthcare4ppl.com)

- **Comprehensive Hematology Oncology Medical Group in St Petersburg Florida**
  - [healthcare4ppl.com](http://healthcare4ppl.com)

- **Dwic Of Tampa Bay Inc - Medical Group in Tampa Florida**
  - [healthcare4ppl.com](http://healthcare4ppl.com)

- **Dr. Margaret Elizabeth Speeker-cruit - Urgent Care Pensacola FL**
  - [healthcare4ppl.com](http://healthcare4ppl.com)

---

**FIRST DUPLICATION OF TAB 9 SUBMISSIONS - BPS**
Most Viewed Facilities

Brookriver Dialysis (/dialysis/texas/dallas/brookriver-dialysis-452703.html)
8101 Brookriver Drive
Lake Cliff Dialysis Center (/dialysis/texas/dallas/lake-cliff-dialysis-center-672580.html)
805 N. Beckley Avenue

Redbird Dialysis Center (/dialysis/texas/dallas/redbird-dialysis-center-452699.html)
8101 Brookriver Drive
Lake Cliff Dialysis Center (/dialysis/texas/dallas/lake-cliff-dialysis-center-672580.html)
805 N. Beckley Avenue

Most Viewed Facilities

8101 Brookriver Drive
Lake Cliff Dialysis Center (/dialysis/texas/dallas/lake-cliff-dialysis-center-672580.html)
805 N. Beckley Avenue

8101 Brookriver Drive
Lake Cliff Dialysis Center (/dialysis/texas/dallas/lake-cliff-dialysis-center-672580.html)
805 N. Beckley Avenue

Top Rated Facilities

Oak Cliff Dialysis (/dialysis/texas/dallas/oak-cliff-dialysis-452894.html)
10740 N Central Expwy Suite 150

Brookriver Dialysis (/dialysis/texas/dallas/brookriver-dialysis-452703.html)
8101 Brookriver Drive
Fmc - Village II Dialysis (/dialysis/texas/dallas/fmc-village-ii-dialysis-452688.html)
7610 Military Parkway
Lake Cliff Dialysis Center

8101 Brookriver Drive
Fmc - Village II Dialysis (/dialysis/texas/dallas/fmc-village-ii-dialysis-452688.html)
7610 Military Parkway
Lake Cliff Dialysis Center

8101 Brookriver Drive
Fmc - Village II Dialysis (/dialysis/texas/dallas/fmc-village-ii-dialysis-452688.html)
7610 Military Parkway
Lake Cliff Dialysis Center
Nearby Facilities

- Childrens Medical Center Dialysis Unit
  - 1935 Medical District Drive
- Brookriver Dialysis
  - 8101 Brookriver Drive
- Fresenius Medical Care Kiest Station
  - 4405 Ross Ave
- Davita Central Dallas Dialysis
  - 9500 North Central Expressway Suite #102
- Greater Irving II Regional Dialysis Center, LLC
  - 1070 N Westmoreland Road
- Regional Dialysis Center
  - 1070 N Westmoreland Road

Health Services

- Doctors (/physician)
- Medical Suppliers (/supplier)
- Hospitals (/hospital)
- Home Health (/home-health)
Disclaimer
HealthCare4PPL.com (http://HealthCare4PPL.com) does not provide medical advice, diagnosis or treatment. The information contained in this website is only for general information purposes. The information mainly comes from Centers for Medicare & Medicaid Services (CMS) published data, and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, user generated contents or related graphics or advertisings contained on the website for any purposes. Any reliance you place on such information is therefore strictly at your own risk. Use of this website constitutes acceptance of the Terms of Service (/terms-of-service.html) and Privacy Policy (/privacy-policy.html).

Copyright © 2015-2020 HealthCare4PPL.com (http://HealthCare4PPL.com)
1: Accredited University or Community College within 5 miles [11.9(c)(4)(B)(IX)]: El Centro College: accredited college of the Dallas County Community College District located at 801 Main Street, Dallas, TX 75202 (~4.3 miles from site).
Professional Development Days - Thursday and Friday, February 27-28: To allow employees to participate in professional development activities, Thursday day and evening classes and Friday day classes will not meet. Friday evening, Saturday and Sunday classes will meet.
We believe you can succeed!
Reach your goals with our credit and noncredit programs, convenient schedules and low-cost tuition.

Find a Class

Programs of Study

Pay for College

Apply Now

Start Your Path to Success

As you navigate college, you now have a tool to guide you through community college: your guided pathway. Your guided pathway will help you find the courses you need to take to prepare you for success in college and your career.

Find the right courses to get the career you want.

Get a Google IT Support Professional Certificate at El Centro
Get Seasoned Dallas!

Buy tickets now for your chance to Experience Dallas Culinary Culture!
Common Book Kick-Off Event

Join us on Tuesday, February 25 and pick up a copy of this year's Common Book, "March: Book One" and learn about its author, Congressman John Lewis.

Dine at El Centro College

Come taste what our students are cooking for American Regional lunch on Thursdays (beginning February 6th)

News

Register now for new fast track Culinary Program at North location!

El Centro College is excited to announce the expansion of the Culinary, Pastry and Hospitality Program to a new North Dallas facility located at Webb Chapel and 635.

Common Book Program Spring Events

The Literacy Link chairs, Samantha Schulze and Joselyn Gonzalez welcome you to El Centro College's Common Book program for 2020 – "March: Book One."
ECC Professor Recognized By TACHE for Service to Chicano Students
Congratulations to Professor Vanessa Mercado-Taylor

The H. Paxton Moore Fine Art Gallery Presents "These Bright Hours, a Solo Exhibition" by Hannah Bludworth
Come see "These Bright Hours," on exhibit from Jan. 13 - Feb. 12.

Dallas Culinary Education and Training Takes Big Leap Forward in 2020 With El Centro Program Expansion
The new year ahead means expansion and a new name for one of Dallas County Community College District’s signature programs: The Food & Hospitality Institute at El Centro is becoming the Culinary, Pastry and Hospitality (CPH) program.

El Centro College Receives 2019 Star Award for Triple Credit Model Fire Academy
The distinction, presented by the Texas Higher Education Coordinating Board, recognizes institutions of higher learning for their exceptional contributions toward supporting student access and success.

Upcoming Events

Professional Development Day/Work Day for Employees - Day Classes Will Not Meet
- Friday, February 28
- All Day
Phi Theta Kappa - General Meeting
📅 Friday, February 28
🕒 10:00 AM
📍 El Centro College - Downtown Campus

NTFB Mobile Food Pantry
📅 Wednesday, March 4
🕒 All Day
📍 El Centro College - Downtown Campus

Recruitment: SMU
📅 Thursday, March 5
🕒 1:30 PM
📍 El Centro College - Downtown Campus

El Centro College Preview Day
📅 Friday, March 6
🕒 9:00 AM
📍 El Centro College - Downtown Campus

View the Event Calendar

View Academic Calendar
Stay Alert and Stay Safe

- The CARE Team responds to individuals who are struggling to maintain essential needs (food, shelter, etc.) and/or who are demonstrating concerning behaviors.

- Title IX coordinators respond to individuals who have been victims of gender-based discrimination, harassment or sexual misconduct.

Submit a Concern to the CARE Team | Report a Title IX Incident | Report a Student Complaint | Report a Student Code of Conduct Violation | Report Sexual Assault or Sexual Misconduct

View Mental Health Resources
If you find any accessibility or functionality issues while browsing the El Centro College website, please take the time to notify us of the issue through the Website Accessibility Request Form.

For information on how to file an internal grievance alleging violation of the ADA or Section 504, please see the Dallas County Community College District Board Policy Manual:

Policy For Students  Policy For Employees
<table>
<thead>
<tr>
<th><strong>Operation Details</strong></th>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Annette's Day Care Center Too!</td>
</tr>
<tr>
<td>Location Address:</td>
<td>3034 S BECKLEY AVE</td>
</tr>
<tr>
<td></td>
<td>DALLAS, TX 75224</td>
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<tr>
<td>Mailing Address:</td>
<td>3034 S BECKLEY AVE</td>
</tr>
<tr>
<td></td>
<td>DALLAS, TX 75224</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>469-358-3526</td>
</tr>
<tr>
<td>County:</td>
<td>DALLAS</td>
</tr>
<tr>
<td>Website Address:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:annetesdaycare@gmail.com">annetesdaycare@gmail.com</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Bobra Moore-Williams</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
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<td>Issuance Date:</td>
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<td>Permit Renewal Due By Date:</td>
<td>9/3/2020</td>
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<td>Hours of Operation:</td>
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<td>Licensed to Serve Ages:</td>
<td>Infant, Toddler, Pre-Kindergarten, School</td>
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<td>Adverse Action:</td>
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<td>Temporarily Closed:</td>
<td>No</td>
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**Five 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 five years, Licensing conducted the following:

  - 23 - Inspections
  - 0 - Assessments
  - 3 - Self Reported Incidents
  - 10 - 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 Five year history.

Five Year Compliance Summary

• During the last five years, 2907 standards were evaluated for compliance at this operation.

• Of the standards evaluated 18 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 five years are as follows:

  6 were weighted as High
  6 were weighted as Medium - High
  5 were weighted as Medium
  0 were weighted as Medium - Low
  1 was 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.

http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityDetails.asp?p... 1/12/2020
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.
## Public Community College Districts

Download the Excel Version

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo College District</td>
<td>Mike Flores</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Robert Garza</td>
<td>(210) 486-3880</td>
</tr>
<tr>
<td>Alamo Community College - San Antonio College</td>
<td>Robert Vela</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>Alamo Community College - St. Philip’s College</td>
<td>Adena Loston</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>Alvin Community College</td>
<td>Crystal Albrecht</td>
<td>(281) 756-3500</td>
</tr>
<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart</td>
<td>(806) 371-5000</td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon</td>
<td>(936) 639-1301</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Richard Rhodes/CEO</td>
<td>(512) 223-7000</td>
</tr>
<tr>
<td>Biloxi College District</td>
<td>Mary Hensley</td>
<td>(979) 830-4000</td>
</tr>
<tr>
<td>Brazosport College</td>
<td>Millicent Valek</td>
<td>(979) 230-3000</td>
</tr>
<tr>
<td>Central Texas College</td>
<td>Jim Yeonopoulos</td>
<td>(254) 526-7161</td>
</tr>
<tr>
<td>Cisco College</td>
<td>Thad Anglin</td>
<td>(254) 442-5000</td>
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<tr>
<td>Clarendon College</td>
<td>Texas D. Buckhauts</td>
<td>(806) 874-3571</td>
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<tr>
<td>Coastal Bend College</td>
<td>Justin Hoggard</td>
<td>(361) 358-2838</td>
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<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols</td>
<td>(409) 938-1211</td>
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<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Linda Brady</td>
<td>(972) 860-4700</td>
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<tr>
<td>Dallas County Community College - Cedar Valley College</td>
<td>Joe Seabrooks</td>
<td>(972) 860-8200</td>
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<tr>
<td>Dallas County Community College - Eastfield College</td>
<td>Eddie Tealer</td>
<td>(972) 860-7001</td>
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<tr>
<td>Dallas County Community College - El Centro College</td>
<td>Jose Adames</td>
<td>(214) 860-2000</td>
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<tr>
<td>Dallas County Community College - Mountain View College</td>
<td>Beatriz Joseph</td>
<td>(972) 860-8700</td>
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<tr>
<td>Dallas County Community College - North Lake College</td>
<td>Christa Sjkjo</td>
<td>(972) 273-3010</td>
</tr>
<tr>
<td>Dallas County Community College - Richland College</td>
<td>Kay Eggleston</td>
<td>(972) 238-6106</td>
</tr>
<tr>
<td>Dallas County Community College District</td>
<td>Joe May</td>
<td>(214) 378-1824</td>
</tr>
</tbody>
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Maps and Locations

Downtown Campus
801 Main St.
Dallas, TX 75202
972-860-2000

- View in Google Maps
- Campus Map & Directory
- Accessibility Map

Downtown Parking Options  Plan your route with DART

Center for Allied Health and Nursing (Paramount Building)
301 N. Market St.
Dallas, TX 75202
972-860-5001

- View in Google Maps

R Building
701 Elm St.
Dallas, TX 75202

- View in Google Maps

Center for Design
1201 Main St.
10th & 11th Floors
Dallas, TX 75202

- View in Google Maps

Center for Wellness
800 Main St.
Dallas, TX 75202
214-860-2730

- View in Google Maps

West Campus
### Course Description for ACNT 1303

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Title</th>
<th>Credits</th>
<th>Loc</th>
<th>Start Date</th>
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<td>ACNT-1303-53001 (1295462)</td>
<td>Introduction to Accounting I</td>
<td>3</td>
<td>ECC (El Centro College)</td>
<td>Jan 21, 2020</td>
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<td>30</td>
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**Class Meeting Legend:** (Show / Hide)

- **El Centro College (ECC) - ACNT 1303 Sections**
- **Course Description**
- **Class Status (Pdf)**
- **Textbook Info**
- **All Locations**

---

**Class Meeting Legend:** (Show / Hide)

- **El Centro College (ECC) - ACNT 1303 Sections**
- **Course Description**
- **Class Status (Pdf)**
- **Textbook Info**
- **All Locations**

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**Class Meeting Legend:** (Show / Hide)

- **El Centro College (ECC) - ACNT 1303 Sections**
- **Course Description**
- **Class Status (Pdf)**
- **Textbook Info**
- **All Locations**

---

**Class Meeting Legend:** (Show / Hide)

- **El Centro College (ECC) - ACNT 1303 Sections**
- **Course Description**
- **Class Status (Pdf)**
- **Textbook Info**
- **All Locations**
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<thead>
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<th>Course-Num-Sect/Prefix</th>
<th>Title</th>
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<th>Start / End Dates</th>
<th>Class Started</th>
<th>Features</th>
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<td>eCampus</td>
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<tr>
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<td>Internet Based</td>
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Notes:
- Internet Based course: Internet access, e-mail, Microsoft Word and Excel required.
- Class Started: For Roosevelt Early College High School students only.
- Dual Credit: For Townview BM students only.
- Features: Internet Based, Course Syllabus (PDF), Textbook Info.

Contact: mtanner@dcccd.edu
### ACCNT 1329 Payroll and Business Tax Accounting 3 Credit Hours (2 classes)

<table>
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<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
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<th>Class Features</th>
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<td>Open Seats / Capacity</td>
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<td>3</td>
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<tr>
<td>ACNT-1329-53501 (1252808) Payroll and Business Tax Acc.</td>
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<td>3</td>
<td>Jan 21, 2020</td>
<td>Open Seats / Capacity</td>
<td>Class Started</td>
<td></td>
<td>3</td>
<td>16 weeks</td>
<td>May 14, 2020</td>
<td>Class Started</td>
<td></td>
<td>Internet Based</td>
<td></td>
</tr>
</tbody>
</table>

Comments: Section 53420 online course requires access to the Internet, an e-mail address, Microsoft Word and Excel. After enrolling, go to [http://ecampus.dcccd.edu](http://ecampus.dcccd.edu) for course syllabus, assignments, book and instructor information by the first day of class.

### ACCNT 1331 Federal Income Tax: Individual 3 Credit Hours (2 classes)

<table>
<thead>
<tr>
<th>Course-Num-Sect(Reg#) Title</th>
<th>Class Meeting Information</th>
<th>Faculty Information</th>
<th>Loc Credits</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Class Features</th>
<th>Links</th>
</tr>
</thead>
</table>

Comments: Section 53420 online course requires Internet access, an e-mail address, Microsoft Word and Excel. After enrolling, go to [http://ecampus.dcccd.edu](http://ecampus.dcccd.edu) for course and instructor information by the first day of class.

### ACCNT 1380 Cooperative Education - Accounting 3 Credit Hours (1 class)

<table>
<thead>
<tr>
<th>Course-Num-Sect(Reg#) Title</th>
<th>Class Meeting Information</th>
<th>Faculty Information</th>
<th>Loc Credits</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Class Features</th>
<th>Links</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACNT-1380-53420 (125946) Cooperative Ed. - Accounting</td>
<td>AAM T</td>
<td>Henslee, Jimmie / Vita</td>
<td>3</td>
<td>Feb 4, 2020</td>
<td>Open Seats / Capacity</td>
<td>Class Started</td>
<td></td>
<td>3</td>
<td>15 weeks</td>
<td>May 14, 2020</td>
<td>Class Started</td>
<td></td>
<td>Flex Term Feb</td>
<td></td>
</tr>
</tbody>
</table>

### ACCNT 2302 Accounting Capstone 3 Credit Hours (1 class)

<table>
<thead>
<tr>
<th>Course-Num-Sect(Reg#) Title</th>
<th>Class Meeting Information</th>
<th>Faculty Information</th>
<th>Loc Credits</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Class Features</th>
<th>Links</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACNT-2302-53420 (125943) Accounting Capstone</td>
<td>NET</td>
<td>Michels, Corwyn / Vita</td>
<td>3</td>
<td>Jan 21, 2020</td>
<td>Open Seats / Capacity</td>
<td>Class Started</td>
<td></td>
<td>3</td>
<td>10 weeks</td>
<td>May 14, 2020</td>
<td>Class Started</td>
<td></td>
<td>Internet Based</td>
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</table>

### ACCNT 2303 Intermediate Accounting I 3 Credit Hours (1 class)

<table>
<thead>
<tr>
<th>Course-Num-Sect(Reg#) Title</th>
<th>Class Meeting Information</th>
<th>Faculty Information</th>
<th>Loc Credits</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Start / End Dates</th>
<th>Class Started</th>
<th>Open Seats / Capacity</th>
<th>Class Features</th>
<th>Links</th>
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</thead>
<tbody>
<tr>
<td>ACNT-2303-53420 (125943) Intermediate Accounting I</td>
<td>NET</td>
<td>Elder, Tawanda</td>
<td>3</td>
<td>Jan 21, 2020</td>
<td>Open Seats / Capacity</td>
<td>Class Started</td>
<td></td>
<td>3</td>
<td>10 weeks</td>
<td>May 14, 2020</td>
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<td></td>
<td>Internet Based</td>
<td></td>
</tr>
<tr>
<td>Course-Num-Sect(Reg#)</td>
<td>Title</td>
<td>Class Meeting Information</td>
<td>Faculty Information</td>
<td>Loc</td>
<td>Credits</td>
<td>Start / End Dates</td>
<td>Class Features</td>
<td>Links</td>
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<tr>
<td>ACNT-2303-53420</td>
<td>Intermediate Accounting I</td>
<td>INET</td>
<td>Moore, Jason</td>
<td>ECC</td>
<td>3</td>
<td>Jan 21, 2020 – May 14, 2020</td>
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<td>Course Description</td>
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<td></td>
<td>INET</td>
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<td>Class Syllabus (PDF)</td>
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<td>Feedback Info</td>
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<td>Comments:</td>
<td>Section 53420 requires access to the Internet, e-mail, Microsoft Word and Excel. After enrolling, go to <a href="http://ecampus.dcccd.edu">http://ecampus.dcccd.edu</a> for course and instructor information by the first day of class.</td>
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### ACNT 2311  Managerial Accounting  3 Credit Hours  (1 class)

<table>
<thead>
<tr>
<th>Course-Num-Sect(Reg#)</th>
<th>Title</th>
<th>Class Meeting Information</th>
<th>Faculty Information</th>
<th>Loc</th>
<th>Credits</th>
<th>Start / End Dates</th>
<th>Class Features</th>
<th>Links</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACNT-2311-53420</td>
<td>Managerial Accounting</td>
<td>INET</td>
<td>Burnett, Patricia</td>
<td>ECC</td>
<td>3</td>
<td>Jan 21, 2020 – May 14, 2020</td>
<td>Internet Based</td>
<td>Course Description</td>
</tr>
<tr>
<td></td>
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<td>INET</td>
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<td></td>
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<td>Class Syllabus (PDF)</td>
</tr>
<tr>
<td></td>
<td>Comments:</td>
<td>After enrolling, go to <a href="http://ecampus.dcccd.edu">http://ecampus.dcccd.edu</a> for course information by the first day of class. Contact <a href="mailto:pburnett@dcccd.edu">pburnett@dcccd.edu</a> with questions.</td>
<td></td>
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<td></td>
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</tr>
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### ACNT 2380  Cooperative Education - Accounting  3 Credit Hours  (1 class)

<table>
<thead>
<tr>
<th>Course-Num-Sect(Reg#)</th>
<th>Title</th>
<th>Class Meeting Information</th>
<th>Faculty Information</th>
<th>Loc</th>
<th>Credits</th>
<th>Start / End Dates</th>
<th>Class Features</th>
<th>Links</th>
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<tbody>
<tr>
<td>ACNT-2380-53420</td>
<td>Cooperative Ed. - Accounting</td>
<td>INET</td>
<td>Burnett, Patricia</td>
<td>ECC</td>
<td>3</td>
<td>Jan 21, 2020 – May 14, 2020</td>
<td>Internet Based</td>
<td>Course Description</td>
</tr>
<tr>
<td></td>
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<td>INET</td>
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<td></td>
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<td>Class Syllabus (PDF)</td>
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<tr>
<td></td>
<td>Comments:</td>
<td>After enrolling, go to <a href="https://ecampus.dcccd.edu">https://ecampus.dcccd.edu</a> for course syllabus, assignments, book and instructor information by the first day of class.</td>
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</tbody>
</table>

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NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

12
(100 is safest)

Safer than 12% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>74</td>
<td>253</td>
<td>327</td>
</tr>
<tr>
<td>Crime Rate</td>
<td>12.46</td>
<td>42.59</td>
<td>55.05</td>
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</tbody>
</table>

VIOLENCCE CRIME INDEX

7
(100 is safest)

Safer than 7% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th>INDEX</th>
<th>VALUE</th>
<th>RANK</th>
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</thead>
<tbody>
<tr>
<td>MURDER</td>
<td>12</td>
<td>100 is safest</td>
</tr>
<tr>
<td>RAPE</td>
<td>24</td>
<td>100 is safest</td>
</tr>
<tr>
<td>ROBBERY</td>
<td>3</td>
<td>100 is safest</td>
</tr>
<tr>
<td>ASSAULT</td>
<td>11</td>
<td>100 is safest</td>
</tr>
</tbody>
</table>
VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

This Neighborhood: 12.46
Dallas: 7.76
Texas: 4.11

National Median: 4

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 80 in this Neighborhood
1 IN 129 in Dallas
1 IN 243 in Texas

DALLAS VIOLENT CRIMES

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>155</td>
<td>830</td>
<td>3,991</td>
<td>5,465</td>
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<tr>
<td>Rate per 1,000</td>
<td>0.12</td>
<td>0.62</td>
<td>2.97</td>
<td>4.06</td>
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</tbody>
</table>

UNITED STATES VIOLENT CRIMES

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>16,214</td>
<td>139,380</td>
<td>282,061</td>
<td>807,410</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.05</td>
<td>0.43</td>
<td>0.86</td>
<td>2.47</td>
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</tbody>
</table>

NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

PROPERTY CRIME INDEX BY TYPE
PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

This Neighborhood: 42.59
Dallas: 33.57
Texas: 23.67

1 IN 23
in this Neighborhood

1 IN 30
in Dallas

1 IN 42
in Texas

DALLAS PROPERTY CRIMES

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>Report Total</th>
<th>Rate per 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>BURGLARY</td>
<td>9,086</td>
<td>6.76</td>
</tr>
<tr>
<td>THEFT</td>
<td>26,369</td>
<td>19.40</td>
</tr>
<tr>
<td>MOTOR VEHICLE THEFT</td>
<td>9,695</td>
<td>7.21</td>
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</tbody>
</table>

UNITED STATES PROPERTY CRIMES

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>Report Total</th>
<th>Rate per 1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>BURGLARY</td>
<td>1,230,149</td>
<td>3.76</td>
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<tr>
<td>THEFT</td>
<td>5,217,055</td>
<td>15.95</td>
</tr>
<tr>
<td>MOTOR VEHICLE THEFT</td>
<td>748,841</td>
<td>2.29</td>
</tr>
</tbody>
</table>
CRIMES PER SQUARE MILE

This Neighborhood: 302
Dallas: 144
Texas: 27
National Median: 31.1

POPULAR REAL ESTATE NEAR 1805 S ZANG BLVD

COMPARABLE NEIGHBORHOODS NEARBY

Overview
Real Estate
Demographics
Crime
Schools
Trends & Forecasts
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 #20310
Development Name Highpoint at Wynnewood
Development City Dallas Development County Dallas

☒ 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) Wynnewood 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) Wynnewood Urban Design Guide (Pages 5 and 8-13).

☒ 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) February 20, 2020 letter from Courtney Pogue, Director of the City of Dallas Office of Economic Development (Page 1, 2nd paragraph).

☒ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

(a) The Wynnewood Urban Design Guide, adopted on April 8, 2015 by Dallas City Council Resolution #150703; and

(b) City of Dallas Comprehensive Housing Policy, adopted on May 8, 2018 by Dallas City Council Resolution #18-0704 and establishes Wynnewood as a Redevelopment Reinvestment Strategy Area (Page 7).

☐ 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 URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   ☑ This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   ☐ This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(iii)(II)(a) through (c).
   ☑ A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc) (a) Wynnewood Urban Design Guide (Page 7 and Appendix); (b) Letter from the Director of the City of Dallas Office of Economic Development (Page 1, 2nd paragraph and Page 2, 3rd paragraph); (c) City of Dallas Comprehensive Housing Policy (Page 4); (d) Resolution 20-0379 (Page 2, 2nd paragraph).
   ☑ A description of the problems identified by the process can be found at (document name, page number(s), etc) (a) Wynnewood Urban Design Guide (In Appendix, Pages 38-50); (b) Letter from the Director the City of Dallas Office of Economic Development (Page 2, first full paragraph).
   ☑ A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) Wynnewood Urban Design Guide (Pages 38-51).

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   ☑ A description of the goals of the plan can be found at (document name, page number(s), etc) City of Dallas Comprehensive Housing Policy (Page 9 and Table 1 on Page 10).
   ☑ A description of the plan's timetable can be found at (document name, page number(s), etc) While no expiration of the plan is shown, the City of Dallas Comprehensive Housing Policy includes loan terms that are shown as up to 20 years (Pages 12-13) and Affordability Periods that are shown as up to 15 years (Page 15).
   ☑ A description of the plan's funding can be found at (document name, page number(s), etc) While the City of Dallas Comprehensive Housing Policy includes loan terms that are shown as up to 20 years (Pages 12-13) and Affordability Periods that are shown as up to 15 years (Page 15), which documents at least $3,109,687 in completed public funding, $45,064,691 in completed private funding, and approximately $40 million in public and private funding that is currently underway (as shown in the Letter's enclosed List of Wynnewood Area and Adjacent Neighborhood Investments) in funding for the plan.
   ☑ Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc) (a) Wynnewood Urban Design Guide (Page 94); (b) Letter from the Director of the City of Dallas Office of Economic Development (Page 2, last paragraph and Page 3, first paragraph).

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.
The plan is current at the time of Application, and the effective period for the plan is _____ and can be found at (document name, page number(s), etc) _____; or

Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) Letter from the Director of the City of Dallas Office of Economic Development (Page 2, last paragraph), AND.

Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) Letter from the Director of the City of Dallas Office of Economic Development (Page 3, 2nd paragraph).

Provide any comments or additional information in the box below, if applicable.

The Wynnewood Revitalization Area consists of 48 acres that constituted the original Parks at Wynnewood, 69 acres that is the Wynnewood Village Shopping Center, and associated neighborhood streets and rights of way; all of which aggregate approximately 126 acres. Two phases of the redevelopment of Parks at Wynnewood have been completed, and the pending application is for Phase III. The owner of Wynnewood Village Shopping Center has recently undertaken a redevelopment that is expected to exceed $30 million in cost, including both private and public investment. Some contemplated City infrastructure investments have been completed and some are still in progress. The City’s 2018 designation of the Wynnewood Target Area as a Redevelopment Reinvestment Strategy Area will further accelerate revitalization of the Target Area.

URBAN CRP Requested Scoring. Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.

   A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

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 as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).

   An adopted resolution from the city of Dallas is included in this packet (a letter MAY NOT be submitted in place of a resolution).

   An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

NOTE: A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.
3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 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).

☑ Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.

☑ A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>Kroger (grocery store) - 752 Wynnewood Village, Dallas, TX 75224 (~0.4 miles from site) [11.9(c)(4)(B)(III)]</th>
<th>DART Bus Stop (full service) Zang @ Illinois- 82S/81S (~0.4 miles from site) [11.9(c)(4)(B)(II)(a)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kroger (pharmacy) - 752 Wynnewood Village, Dallas, TX 75224 (~0.4 miles from site) [11.9(c)(4)(B)(IV)]</td>
<td>Annette’s Day Care Center Too! (center licensed by DFPS)- 3034 Beckley Avenue, Dallas, TX 75224 (~1.6 miles from site) [11.9(c)(4)(B)(VI)]</td>
</tr>
</tbody>
</table>
| [11.9(c)(4)(B)(V)] (health-related facility):  
- South Oak Cliff Dialysis Center 740 Wynnewood Shop Center, Dallas, TX 75224 (~0.4 miles from site)  
- Wynnewood Acute Response Clinic 655 W. Illinois Avenue, Suite 725, Dallas, TX 75224 (~0.4 miles from site) | Empowerment Center (community, civic or service organization)- 2200 Zang Blvd., Dallas, TX 75224 (~0.3 miles from site) [11.9(c)(4)(B)(XIII)] |
| El Centro College (accredited community college)- 801 Main Street, Dallas, TX 75202 (~4.3 miles from site) [11.9(c)(4)(B)(IX)] | |

Provide any comments or additional information in the box below, if applicable.

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.

☐ The Application proposes Rehabilitation; or
☐ The Application proposes demolition and Reconstruction; and
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) _____; and
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) _____.

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).

☐ An adopted resolution from the city of _____ 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).

☐ 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.
☐ 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.

Provide any comments or additional information in the box below, if applicable.

Page 6 of 6
February 20, 2020

Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701-2410  
Attn: Sharon Gamble, 9% Program Administrator

RE: #20310 – Highpoint at Wynnewood, Dallas, Dallas County, Texas;  

Dear Ms. Gamble:

This letter is in support of the 2020 Competitive 9% Housing Tax Credit Round Application for Highpoint at Wynnewood which is being submitted by S Zang, LP (“Applicant”) in connection with its proposed Highpoint at Wynnewood development of approximately 8.885 acres (the “Project”). Applicant is requesting points under §11.9(d)(7) of the 2020 Qualified Allocation Plan for being located in an area covered by a concerted revitalization plan. The Project is located within the Target Area of the Wynnewood Revitalization Plan (as defined below), and the Dallas City Council has determined by Resolution that this Project contributes more than any other development to the concerted revitalization efforts of the City within the Target Area.

The Wynnewood area was formerly a vital residential development with a thriving commercial area, but years had taken their toll and a concerted effort to revitalize the area was deemed necessary. Master planning of the Wynnewood revitalization area was done by Brent Brown, Director of the CityDesign Studio of the City of Dallas. The CityDesign Studio used the Charrette process to engage the community in envisioning the redevelopment of the Wynnewood area, including approximately 48 acres in the Parks at Wynnewood residential development, approximately 69 acres in the Wynnewood Village shopping center and associated streets and rights of way – totaling approximately 126 acres (collectively, the “Target Area”). Design workshops and meetings were convened with the Wynnewood residents and stakeholders in surrounding neighborhoods to understand the community’s desires for the future redevelopment of the Target Area. The CityDesign Studio kicked-off engagement efforts on July 21, 2012 with the opportunity for interested persons to reveal their views on opportunities, challenges, and “must happen” priorities for the Target Area. With emphasis on the importance of participation in helping shape their community’s future and the impending changes to the Target Area, this work session was designed to generate as many unfiltered ideas and observations as possible. A follow-up Charrette was held on November 3, 2012, concentrating on laying out proposed usage for the Target Area, including this Project.

The Wynnewood Urban Design Guide (the “Guide”) was accepted by the Dallas City Council on April 8, 2015 pursuant to Resolution 150703 (copy attached), after a public hearing and in

The Guide reviewed the concerns of the residents as expressed during the Charrettes and documented in the Appendix (pages 38 – 50 of the Plan), including worries about:

- About pedestrian access and better lighting
- About landscaping that is not cared for
- About mail theft and crime
- About development isolation
- About the perception of the neighborhood, flooding, and trash in creek
- About pushing out people based on income
- About the enforcement of residential guidelines
- About crime and delinquency in the rear of Kroger
- About the lack of a simple circulation system
- About having too much parking and not enough green space and desirable tenants in the shopping center
- About access to public transportation and DART stations
- About displacement of current residents
- About affordability for the working class families
- About having a mix of housing types
- Increased noise pollution

The Guide presents strategies for resolving these concerns through different street design, a cohesive streetscape, a more concentrated parking strategy for Wynnewood Village shopping center, and utilizing existing open space for temporary purposes, such as a Farmer’s Market, and as a venue for festivals, holiday and community events.

Funding efforts by the City of Dallas that would help implement the revitalization are called out in the Appendix to the Guide as including $932,400 for 2,500 linear feet of water line replacement and 2,800 linear feet for waste water line replacement; $483,587 was designated for right-of-way and storm drainage improvements in the Target Area and $1,693,750 in “forgiveness of debt” grants to spur the phased revitalization of Parks at Wynnewood. (See page 94 of the Plan). Additional public and private investment contributing to the revitalization of the Target Area and surrounding neighborhoods is set out on the enclosed schedule. Finally, the completion of the first two phases of the redevelopment of Parks at Wynnewood resulted in the demolition of obsolescent “barracks” style low-income housing and replacement with modern affordable apartments with amenities consistent with 21st century living and infused into the community $19,437,822 in Total Development Costs for HighPoint Seniors Housing and $25,626,869 in Total Development Costs for HighPoint Family Housing.
Wynnewood Village, a shopping center located within the Wynnewood Target Area originally built in 1949, is currently undergoing redevelopment designed to attract and keep shops and businesses that serve everyday needs and entertainment in convenient proximity to the site of the Project. One of the primary “must happen” priorities identified in the Wynnewood Urban Design Guide for the Wynnewood Revitalization Plan is the transformation of Wynnewood Village shopping center to offer activities for all ages, to draw customers to spend money, and to increase accessibility and safety. Among the new tenants are a fitness center and a movie theater. The shopping center redevelopment includes flood control and storm drainage improvements, street resurfacing and connectivity to a nearby trail and nearby Dallas Area Rapid Transit stations, in addition to new shopping center buildings, site signage and parking upgrades. Funding for the improvements to Wynnewood Village includes $1,730,000 from the 2017 voter-approved City bond funding and a projected $30,000,000 in private developer investment.

While the Wynnewood Revitalization Plan has no expiration date, the accomplishment of the plan’s objectives is on schedule and the City sees no budgetary or other obstacles to accomplishing the purposes of the plan in the near future.

The Target Area is included within the Wynnewood neighborhood, which was been identified by the City as a Redevelopment Reinvestment Strategy Area in the City’s Comprehensive Housing Policy (“Policy”) adopted on May 9, 2018 pursuant to Resolution No. 18-0704. See page 4 of the Comprehensive Housing Policy available at: https://dallascityhall.com/departments/housing-neighborhood-revitalization/DCH%20Documents/Adopted%20Housing%20Policy.pdf. The Policy was developed through market value analyses and town hall meetings with stakeholders with the express goals of creating and maintaining affordable housing and overcoming segregation and concentrations of poverty through incentives and requirements. The City Council established a Housing Policy Taskforce to implement the Policy objectives. The Policy suggested amendments to the Code of Ordinances which have since been adopted to introduce affordability requirements and programs incentivizing affordability preservation, mixed-income and repair and rehabilitation projects. Wynnewood, as a redevelopment area, is characterized as a market type in need of City investment and catalytic projects requesting funding must contain a housing component, address the existing market conditions and show affordability to a mix of income bands.

The improvements discussed above will improve the surrounding amenities and quality of life as well as the available utility services, permitting additional residential development in the Target Area, making the Target Area an excellent location for the placement of both affordable and market rate housing. The need for a mix of housing types in order to provide housing to a more diverse population, both ethnically and economically, was one of the perceived issues for the Target Area. We are confident that the Wynnewood Urban Design Guide has been and will continue to be helpful in identifying revitalization opportunities within the Wynnewood Target Area. Furthermore, the Project will preserve affordability by replacing outdated units with new housing in an area undergoing significant transformation and this will serve as a catalyst for future residential development in the area. For these
reasons, the Project will contribute more than any other development to the concerted revitalization efforts in the Wynnewood Revitalization Plan Target Area.

CITY OF DALLAS
OFFICE OF ECONOMIC DEVELOPMENT

Sincerely,

[Signature]

Courtney Pogue, Director
Office of Economic Development
Authorized Official of the City of Dallas
### List of Wynnewood Area & Adjacent Neighborhood Investments

<table>
<thead>
<tr>
<th>QAP Element Addressed</th>
<th>Allocation</th>
<th>Funding Source</th>
<th>Use of Funds</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presence of residential and/or commercial blight</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase I &amp; II Park at Wynnewood</td>
<td>$1,693,750</td>
<td>City</td>
<td>Debt forgiveness</td>
<td>Completed</td>
</tr>
<tr>
<td>Bishop Arts Ph I Blocks at Bishop Ave./Melba St./Madison St./9th St. 218 units; 26,670 sf retail</td>
<td>$5,000,000</td>
<td>TIF</td>
<td></td>
<td>Completed</td>
</tr>
<tr>
<td>Presence of infrastructure neglect such as inadequate drainage, and/or sidewalks in significant disrepair</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Right of Way and drainage improvements</td>
<td>$483,587</td>
<td>City</td>
<td>right of way and storm drainage improvements</td>
<td>Completed</td>
</tr>
<tr>
<td>Zang to Illinois drainage relief system</td>
<td>$4,000,000</td>
<td>Bond</td>
<td>storm drainage improvements</td>
<td>Underway</td>
</tr>
<tr>
<td>Upgrade the water lines and waste water drainage systems.</td>
<td>$932,400</td>
<td>City</td>
<td>2500 LF of water line replaced</td>
<td>Completed</td>
</tr>
<tr>
<td>Streetscape Streets around Methodist Hospital Streetscape: Paving, Lighting, Trees and Irrigation</td>
<td>$1,600,000</td>
<td>Bond</td>
<td>2800 LF of waste water line replaced</td>
<td>Underway</td>
</tr>
<tr>
<td>100-year upgrade to drainage system</td>
<td>$1,727,000</td>
<td>Bond</td>
<td></td>
<td>Underway</td>
</tr>
<tr>
<td>Through Wynnewood Village shopping center</td>
<td></td>
<td></td>
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<tr>
<td>-------------------------------------------</td>
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</tr>
<tr>
<td><strong>Declining quality of life for area residents</strong></td>
<td>Arbor Day Foundation and Oncor</td>
<td>Underway</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Energy Saving Trees program</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Wynnewood Village shopping center redevelopment</strong></td>
<td>$30,000,000</td>
<td>Private</td>
<td>Underway</td>
<td></td>
</tr>
<tr>
<td><strong>Streetcar line</strong></td>
<td>$50 million</td>
<td>Various</td>
<td>Completed 2015</td>
<td></td>
</tr>
<tr>
<td><strong>HighPoint Seniors Housing affordable housing development</strong></td>
<td>$20,805,610 (total development cost)</td>
<td>Various including private investment and LIHTCs</td>
<td>Completed 2012</td>
<td></td>
</tr>
<tr>
<td><strong>HighPoint Family Housing affordable housing development</strong></td>
<td>$26,747,237 (total development cost)</td>
<td>Various including private investment and LIHTCs</td>
<td>Completed 2015</td>
<td></td>
</tr>
<tr>
<td><strong>Lack of a robust economy, or, if economic revitalization is already underway, lack of new affordable housing options for long-term residents</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Co-Work project at 1300 South Polk</strong></td>
<td></td>
<td>Private</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dallas Collaborative for Equitable Development</strong> (program led by Texas Real Estate Council Community Fund, targeting Oak Cliff area and two other Dallas neighborhoods suffering from disinvestment)</td>
<td>$6,000,000</td>
<td>Private</td>
<td>Plan announced January 2020</td>
<td></td>
</tr>
<tr>
<td>Walgreens 1306 North Beckley Avenue Complete 13,833 SF retail</td>
<td>$34,811</td>
<td>TIF</td>
<td>Completed</td>
<td></td>
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<tr>
<td>--------------------------------------------------------------</td>
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</table>

*Note- projects may address more than one QAP element
WHEREAS, the purpose of the Dallas CityDesign Studio is to elevate the design consciousness and culture of Dallas, while working to balance social, economic, environmental, and design sustainability towards enhancing livability for all Dallas residents; and

WHEREAS, Resolution No. 12-1589, passed by the Dallas City Council on June 13, 2012 amended the terms of a 1993 housing redevelopment loan for the Parks at Wynnewood with Bank of America Community Development Corporation and Central Dallas Community Development Corporation; and

WHEREAS, the City desired to have the entire 48 acres of the Parks at Wynnewood project site demolished over time to be redeveloped in phases on a reduced footprint to allow both affordable and multifamily housing and low-income senior housing units, working with the City Council and the appropriate neighborhood groups and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, the City and Developer agreed that the Developer will reimburse the City up to $125,000 for master planning for the Parks at Wynnewood and the Wynnewood Village shopping center; and

WHEREAS, there have been design workshops and 14 community meetings involving more than 160 participants, commencing with a design workshop on July 21, 2012, and

WHEREAS, the Wynnewood Urban Design Guide documents each workshop and recommendations; and

WHEREAS, the Wynnewood Urban Design Guide was created to steward the community and stakeholder’s vision for Wynnewood represented by participants in the workshops and meetings; and

WHEREAS, the Wynnewood Urban Design Guide includes recommendations for locating new development and the key design objectives that should be met with respect to all new development and surrounding public space; and

WHEREAS, it will take diligent efforts on the part of the residential, business, and development community, along with the City and other organizations working within the area to develop creative solutions to deliver this vision.
Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the Wynnewood Urban Design Guide is hereby adopted accepted to serve as a guide for implementing the vision established by the community for this area.

SECTION 2. That the City Manager is directed to implement refer to the Wynnewood Urban Design Guide through staff for guidance on projects or programs affecting the Wynnewood Study Area.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

APR 08 2015

City Secretary
WHEREAS, December 31, 1993, the City of Dallas executed a housing redevelopment loan agreement with WCH Limited Partnership, a Texas Limited Partnership, comprised of two parties: Wynnewood Community Housing Corporation and Nationsbank Community Development Corporation, in the amount of $1,080,000.00 for The Parks at Wynnewood; and

WHEREAS, on February 10, 2010, City Council authorized a modification to the policy for the acceptance of applications seeking City support for low income housing tax credits financing, when the State of Texas does not require direct City approval; and

WHEREAS, on February 24, 2010, City Council authorized support of the Wynnewood Seniors Housing Project; and

WHEREAS, on September 7, 2011, City Council authorized an amendment to a development loan agreement between the City and Bank of America CDC replacing funding of $1,500,000.00 with modification of the City loan to the project by forgiving $850,000.00 of the $2,193,750.00 balance of the loan in return for a $500,000.00 partial lump sum repayment and an agreement from the developer to repay the remaining $843,750.00 as a five year, 0% interest loan, collateralized with the 39.5 acres remaining in the Parks of Wynnewood site after completion of Phase I; and

WHEREAS, on June 13, 2012, the City requested to have the entire 48 acres of the Parks at Wynnewood Project site demolished over time to be developed in phases on a reduced footprint that will include a combination of both affordable multifamily housing and low-income senior housing units, working with the Council and the appropriate neighborhood groups, with Phase I being new construction of 140 housing units on approximately 8.5 acres, Phase II being new construction of 160 housing units on approximately 7 acres, Phase III being 160 housing units on approximately 5.5 acres and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, on February 27, 2013, City Council authorized a Resolution of Support for the Texas Department of Housing and Community Affairs’ (“TDHCA”) 9% low-income housing tax credit allocation for Wynnewood Family Housing project located at 2048 South Zang Boulevard for the acquisition and new construction of the proposed 160-unit multifamily residential development for low income families; and
WHEREAS, on February 27, 2013, City Council authorized the City Manager, upon approval as to form by the City Attorney, to amend the terms of development loan agreement provided for the Parks at Wynnewood located at 1910 Argentia Drive, contingent upon the award of 2013 9% Low Income Housing Tax Credits ("LIHTC"), to: (1) forgive $425,000.00 of the Current balance of the loan and (2) the liability for the $425,000.00 will be assumed by the Wynnewood Family Housing, LP and WCH Limited Partnership will be released from liability on the $425,000.00, and such assumption and release took place on June 26, 2014 and the forgiveness took place on June 26, 2014; and

WHEREAS, on April 8, 2015, City Council adopted the Wynnewood Urban Design Guide by Resolution No. 15-0703, after a public hearing; and

WHEREAS, February 22, 2017, City Council authorized a Resolution of Support for the TDHCA 9% low-income housing tax credit allocation for Wynnewood Senior Housing II Project located at 1805 South Zang Boulevard; and

WHEREAS, the various developers and applicant entities associated with the redevelopment of the Parks at Wynnewood and previous 9% low-income housing tax credit ("HTC") allocations have completed 160 units of affordable multifamily units for families and 140 units of affordable multifamily units for seniors at the redevelopment site; and

WHEREAS, such plan was adopted by the city council on April 8, 2015 by Resolution No. 15-0703, as amended; and

WHEREAS, on June 12, 2019, City Council amended the Comprehensive Housing Policy to amend the policy regarding Resolutions of Support or No Objection by Resolution No. 19-0884; and

WHEREAS, the Comprehensive Housing Policy provides a policy for developers requesting a Resolution of Support or No Objection (Resolutions) for multifamily rental housing developments seeking HTC through the TDHCA; and

WHEREAS, S Zang, LP or its affiliate, ("Applicant") has proposed the acquisition and redevelopment of a mixed-income multifamily complex to be known as HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street in the City of Dallas, Texas; and

WHEREAS, the development is part of a Concerted Revitalization Plan ("CRP") area more specifically outlined in the Wynnewood Urban Design Guide and the Comprehensive Housing Policy, as amended, as the Wynnewood Redevelopment Reinvestment Strategy Area ("RSA"); and
WHEREAS, such plan was adopted by the City Council on May 9, 2018, by Resolution No. 07-1805, as amended; and

WHEREAS, the Applicant proposes to redevelop 120 units, to include 30 1-bedroom, 66 2-bedroom, and 24 3-bedroom; and will include amenities; and

WHEREAS, upon completion of the redevelopment, the Applicant proposes to make 13 of the 120 units available to households earning 0%-30% of Area Median Income (“AMI”), 49 of the 120 units available to households earning between 31%-50% of AMI, 52 of the 120 units available to households earning between 51%-60% of AMI, and 6 market rate units; and

WHEREAS, the Applicant has advised the City that it submitted a pre-application to the TDHCA for 2020 9% Competitive HTC for the proposed acquisition and redevelopment of a property to be known as HighPoint at Wynnewood (TDHCA #20310); and

WHEREAS, the expenditure of Public/Private Partnership funds supporting this development project is consistent with the City’s revised Public/Private Partnership Guidelines and Criteria; and

WHEREAS, pursuant to Section 11.9 of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of Support to the Applicant for the 2020 9% Competitive HTC application for HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas, acting through its Governing Body, hereby confirms that it supports the proposed development by S Zang, LP, or its affiliate to be located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224, the development’s application for 2020 9% HTC, and any allocation by the TDHCA of 2020 9% HTC for the proposed development.

SECTION 2. That the City Manager or their designee is hereby authorized to execute an amended and restated redevelopment loan agreement with S Zang, LP or its affiliate, approved as to form by the City Attorney, for the construction of the proposed development. The amended and restated agreement will have the following terms:

a. Line of credit requirements for $500.00:
   1. Applicant must be awarded 2020 9% HTC by TDHCA; and
   2. The line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn; and
SECTION 2. (continued)

3. The line of credit may be repaid at any time but must be repaid in full on expiration or termination of the Land Use Restriction Agreement recorded by TDHCA.

b. Amendments to the project requirements
   1. (a) require the Applicant to obtain 2020 9% LIHTC for the HighPoint at Wynnewood Apartments; (b) extend the timeline for completion by 10 years, to 2027; (c) extend the maturity date by 10 years, to 2027; (d) lower the number of units to be built from 160 to 120; (e) require a 15 year affordability period to be enforced by deed restrictions applicable to the Highpoint at Wynnewood project and subordinate to TDHCA land use restrictions; (f) allow for the forgiveness of the remaining balance of $418,750.00 upon satisfaction of the loan terms and (g) require the Applicant to provide onsite classes for adults, career development/job training, annual health fairs, and a one-time set aside in the amount of $50,000.00 for social services, as consideration to the City for such amendments.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $500.00 to from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit P151, Object 3015, Activity PPPF, Encumbrance/Contract No ECO-2020-00012959, Vendor VC21115, in accordance with this resolution.

SECTION 4. That the Chief Financial Officer is hereby authorized to set up a Receivable Balance Sheet Account in Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet 033F and a Deferred Revenue Balance Sheet, Account 0898, in the amount of $500.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to receive, accept and deposit loan payments from S Zang, LP or affiliate in Public/Private Partnership Fund, Fund 0352, Department ECO, Principal Revenue Code 847G and Interest Revenue Code 847H, and debit Balance Sheet 0001 (Cash); as well as debit Deferred Revenue Balance Sheet Account 0898 and credit Receivable Balance Sheet Account 033F.

SECTION 6. That this formal action has been taken to put on record the opinion expressed by the City of Dallas on February 26, 2020, and that for and on behalf of the Governing Body, the Mayor or City Manager, or their designee, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

SECTION 7. That this resolution affirms that the above-named development has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Wynnewood Urban Design Guide and the City’s Comprehensive Housing Policy as the Wynnewood Redevelopment RSA.
SECTION 8. That the City, upon approval as to form by the City Attorney, may (1) release its lien upon compliance with all loan terms or upon payment by Applicant of the $418,750.00 and the deed restrictions may be released upon compliance with its terms in accordance with this resolution or full payment of the loan amount ($418,750.00) and (2) subordinate its lien to any interim or permanent financing so long as City’s lien is in no lower than third position.

SECTION 9. That the Director of the Office of Economic Development may extend some or all deadlines in this resolution for up to a one year period, as determined in its sole discretion.

SECTION 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.
WHEREAS, the purpose of the Dallas CityDesign Studio is to elevate the design consciousness and culture of Dallas, while working to balance social, economic, environmental, and design sustainability towards enhancing livability for all Dallas residents; and

WHEREAS, Resolution No. 12-1589, passed by the Dallas City Council on June 13, 2012 amended the terms of a 1993 housing redevelopment loan for the Parks at Wynnewood with Bank of America Community Development Corporation and Central Dallas Community Development Corporation; and

WHEREAS, the City desired to have the entire 48 acres of the Parks at Wynnewood project site demolished over time to be redeveloped in phases on a reduced footprint to allow both affordable and multifamily housing and low-income senior housing units, working with the City Council and the appropriate neighborhood groups and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, the City and Developer agreed that the Developer will reimburse the City up to $125,000 for master planning for the Parks at Wynnewood and the Wynnewood Village shopping center; and

WHEREAS, there have been design workshops and 14 community meetings involving more than 160 participants, commencing with a design workshop on July 21, 2012; and

WHEREAS, the Wynnewood Urban Design Guide documents each workshop and recommendations; and

WHEREAS, the Wynnewood Urban Design Guide was created to steward the community and stakeholder’s vision for Wynnewood represented by participants in the workshops and meetings; and

WHEREAS, the Wynnewood Urban Design Guide includes recommendations for locating new development and the key design objectives that should be met with respect to all new development and surrounding public space; and

WHEREAS, it will take diligent efforts on the part of the residential, business, and development community, along with the City and other organizations working within the area to develop creative solutions to deliver this vision.
Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the Wynnewood Urban Design Guide is hereby adopted accepted to serve as a guide for implementing the vision established by the community for this area.

SECTION 2. That the City Manager is directed to implement refer to the Wynnewood Urban Design Guide through staff guidance on projects or programs affecting the Wynnewood Study Area.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.
WHEREAS, the City Council passed a 5-signature memo requesting the development of a comprehensive housing policy; and

WHEREAS, on March 12, 2017, the Dallas City Council Housing Committee established three goals for the development of a comprehensive strategy for housing: (1) create and maintain available and affordable housing throughout Dallas; (2) promote greater fair housing choices; and (3) overcome patterns of segregation and concentrations of poverty through incentives and requirements; and

WHEREAS, the City of Dallas (City) engaged The Reinvestment Fund to conduct a market value analysis, a tool used to assess the residential real estate market; and

WHEREAS, based on the results of the Market Value Analysis, city staff is proposing a geographic prioritization among 3 reinvestment areas - Redevelopment Areas are Midtown, High Speed Rail, Wynnewood, and Red Bird; Stabilization Areas are LBJ Skillman, Vickery Meadow, Casa View, Forest Heights/Cornerstone Heights, East Downtown, The Bottom, West Dallas, and Red Bird North; and Emerging Markets Areas are Southern Gateway, Pleasant Grove, and University Hills; and

WHEREAS, the geographic strategies for overcoming concentrations of poverty and segregation focus on families at various income levels to provide incentives for those families that choose to move to neighborhoods with more opportunity but simultaneously helping those who wish to remain where they live to revitalize their communities with intensive city services to help connect these emerging market areas to transportation, infrastructure and other assets; and

WHEREAS, there is a housing shortage of 20,000 units in Dallas driven by land and development costs; construction costs, including labor and materials shortages; rent growth; the effects of federal, state and local regulation; as well as, the single-family rental market; and

WHEREAS, citywide production goals for homeownership and rental units for the next three years along with respective income bands that will be prioritized within the production goals (Exhibit A) will guide the City’s efforts in reducing the housing shortage; and

WHEREAS, to be responsive to current market conditions, allocation of funds for new construction or acquisition and substantial rehabilitation of homeownership and rental units shall be conducted through the deployment of Notices of Funding Availability or Requests for Applications; and

WHEREAS, the addition of the Home Improvement and Preservation Program for both single and multi-family rental will help preserve affordable housing; and
WHEREAS, the City Council desires to allow unspent funds from home repair activities (Major Systems Repairs, Emergency System Repair, and Home Rebate Improvement) to be used in the new Home Improvement and Preservation Program; and

WHEREAS, the expansion of the owner-occupied rehabilitation program activities to include refinancing of home equity lines of credit and first or reverse mortgages will also preserve affordable housing; and

WHEREAS, the Targeted Homebuyer Assistance Program, which seeks to attract school teachers, police officers, emergency medical technicians and fire fighters into Reinvestment Strategy Areas will improve safety and perception of these areas and encourage additional reinvestment; and

WHEREAS, the designation of Neighborhood Empowerment Zones (NEZ) in Stabilization Areas and the use of specific strategies and tools in the NEZs will preserve affordability or deconcentrate racially and ethnically concentrated areas of poverty (RECAP); and

WHEREAS, the establishment of a Housing Trust Fund (HTF) and dedication of certain funds to the HTF will allow the HTF to originate loans or serve as credit enhancement to support the citywide production goals and create and preserve mixed income communities; and

WHEREAS, the creation of a non-contiguous Tax Increment Financing (TIF) District for areas not already located in an existing TIF District will leverage the use of the tool to support the development of additional for-sale and rental units; and

WHEREAS, the creation of a Housing Task Force to work on legislative issues, including state and federal issues, and to review the Low-Income Housing Tax Credit Qualified Allocation Plan (QAP) will assist the City in implementing the comprehensive housing policy; and

WHEREAS, the City recognizes the importance of having a comprehensive housing policy and desires to align the existing tools and programs with newly proposed strategies, tools, and programs that will ensure consistency amongst them and a baseline for a strategic approach for implementation; and

WHEREAS, the incorporation of existing housing strategies, tools and programs into the comprehensive housing policy, including Land Bank, which is administered by the Dallas Housing and Acquisition Corporation; the sale of lots to qualified non-profits pursuant to House Bill 110; Dallas Tomorrow Fund; Dallas Homebuyer Assistance Program and the Tenant Based Rental Assistance Program, will further the goals of the comprehensive housing policy; and
WHEREAS, the Department of Housing and Neighborhood Revitalization is not the only City department responsible for implementing the comprehensive housing policy and it is the desire of the City Council that all departments support the implementation of the comprehensive housing policy by taking all necessary measures to implement the strategies, tools and programs identified in the comprehensive housing policy; and

WHEREAS, the Community Development Commission (CDC) is responsible for submitting to the city manager and city council a recommended list of priorities for the consolidated application for HUD entitlement grant funds, specific recommendations as to the use and allocation of HUD entitlement grant funds, and making recommendations concerning the creation or elimination of projects that affect the HUD entitlement grant fund budget, among other duties, and it is the desire of the City Council that the CDC support the implementation of the comprehensive housing policy by using the comprehensive housing policy as a guide for developing all recommendations, including those related to HUD entitlement grants; and

WHEREAS, it is in the best interest of the of the City of Dallas to adopt a comprehensive housing policy;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the documents attached hereto and made a part of this Resolution entitled Comprehensive Housing Policy Manual (Exhibit B) are hereby adopted as the comprehensive housing policy.

SECTION 2. That existing housing strategies, tools and programs are incorporated into the comprehensive housing policy, including Land Bank, which is administered by the Dallas Housing and Acquisition Corporation; the sale of lots to qualified non-profits pursuant to the City’s Land Transfer Program and House Bill 110; Dallas Tomorrow Fund; Dallas Homebuyer Assistance Program and the Tenant Based Rental Assistance Program, and that the Department of Housing and Neighborhood Revitalization, other city departments and the Land Bank (DHADC) shall use the comprehensive housing policy as a guide for administering existing strategies, tools and programs and developing new strategies, tools and programs.

SECTION 3. That the City Council must approve any addition to, alteration or deletion of a strategy, tool, or program included in the comprehensive housing policy via a resolution to amend the comprehensive housing policy, unless such addition, alteration or deletion is purely administrative in form and does not alter the stated goals and foci of the comprehensive housing policy. "Administrative changes" includes grammatical and formatting changes, adjustments that bring program terms into compliance with state and federal regulations, and increases in the maximum amount of funding assistance
allowable in programs when such increases are due to increases in land and development costs or labor and material costs, but at no such time shall the maximum funding limits exceed funding limits allowable by federal or state law.

SECTION 4. That the City will recommend that the Community Development Commission (CDC) use the comprehensive housing policy as a guide for developing all recommendations, including those related to HUD entitlement grants.

SECTION 5. That the City Manager is hereby authorized to execute individual loan agreements (and other necessary documents), in accordance with the Dallas Homebuyer Assistance Program and Home Improvement and Preservation Program, which includes loans exceeding $50,000, without additional Council approval. Funds that support these program activities are encumbered annually pursuant to the Consolidated Plan Budget.

SECTION 6. That the new Home Improvement and Preservation Program is hereby created pursuant to Exhibit B, and that the unspent funds estimated at approximately $4.8M from home repair activities (Major Systems Repairs, Emergency System Repair, and Home Rebate Improvement) shall be used for the Home Improvement and Preservation Program.

SECTION 7. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

SECTION 8.

1. The Dallas Housing Policy Taskforce will report to the Economic Development and Housing Committee.

2. Combine function and expertise:

a. Steering Committee: Made up of all chairs and co-chairs of the other committees. The Chair of each committee is an external partner with industry expertise and the co-chair is a City Staff person who will provide the internal administrative support.
   i. Chair: Bill Hall, retired CEO Habitat, Co-Chair: Raquel Favela, Chief of Economic Development & Neighborhood Services
b. Development Process Committee: Works with the Department of Sustainable Development and Construction (SDC) to review the development process and zoning requirements for single-family (SF) and multi-family (MF) developments and recommends changes to the development code.
   i. Chair: Phil Crone & Linda McMahon, Co-Chair: David Cossum
ii. Consists of at least one SDC staff person, Department of Housing and Neighborhood Revitalization (H&NR) staff person, Planning & Urban Design (P&UD) staff person (2), Builders Association representative, Texas Real Estate Council (TREC), and all interested builders.

c. Infrastructure Committee: Oversees planning and installation of infrastructure components; deals with infrastructure-related issues.
   i. Chair: Jim Knight. Co-Chair: Mike Rogers
   ii. Consists of at least one H&NR staff person, at least one Public Works (PW) staff person, Dallas Water Utilities (DWU), utility service providers, Texas Department of Transportation (TxDOT), Dallas Area Rapid Transit (DART), etc.

d. Marketing and Finance Committee: Works with all housing providers to develop a one-stop resource for housing resources to provide information to buyers and renters.
   i. Chair: Romeo Arrieta, Co-Chair: David Noguera
   ii. Membership must include: Dallas Housing Finance Corporation (DHFC) – Board Chair or designee (1), Community Development Commission (CDC) – Board Chair or designee, Dallas Development Fund (DDF) – Board Chair (1), Community Reinvestment Act (CRA) Lenders
   iii. Consists of at least one H&NR staff person, at least one Metrotex, Lender, and Community Development Finance Institution (CDFI) representative

e. Neighborhood Quality of Life Committee: Works to review all state and federal policy recommendations related to housing, including, but not limited to, tax credit Qualified Allocation Plan.
   i. Chair: Valerie Williams, Co-Chair: Maureen Milligan
   ii. Membership must include: Dallas Housing Authority (DHA) – Board Chair and President (2), each Certified Community Housing Development Organization (CHDO) – Respective Board Chair and CEO or designee (5), Legal Aid Groups (3)

3. Committees will meet monthly and Taskforce will meet quarterly.
5. Meetings will be open to the public.
### EXHIBIT A

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WHEREAS, December 31, 1993, the City of Dallas executed a housing redevelopment loan agreement with WCH Limited Partnership, a Texas Limited Partnership, comprised of two parties: Wynnewood Community Housing Corporation and Nationsbank Community Development Corporation, in the amount of $1,080,000.00 for The Parks at Wynnewood; and

WHEREAS, on February 10, 2010, City Council authorized a modification to the policy for the acceptance of applications seeking City support for low income housing tax credits financing, when the State of Texas does not require direct City approval; and

WHEREAS, on February 24, 2010, City Council authorized support of the Wynnewood Seniors Housing Project; and

WHEREAS, on September 7, 2011, City Council authorized an amendment to a development loan agreement between the City and Bank of America CDC replacing funding of $1,500,000.00 with modification of the City loan to the project by forgiving $850,000.00 of the $2,193,750.00 balance of the loan in return for a $500,000.00 partial lump sum repayment and an agreement from the developer to repay the remaining $843,750.00 as a five year, 0% interest loan, collateralized with the 39.5 acres remaining in the Parks of Wynnewood site after completion of Phase I; and

WHEREAS, on June 13, 2012, the City requested to have the entire 48 acres of the Parks at Wynnewood Project site demolished over time to be developed in phases on a reduced footprint that will include a combination of both affordable multifamily housing and low-income senior housing units, working with the Council and the appropriate neighborhood groups, with Phase I being new construction of 140 housing units on approximately 8.5 acres, Phase II being new construction of 160 housing units on approximately 7 acres, Phase III being 160 housing units on approximately 5.5 acres and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, on February 27, 2013, City Council authorized a Resolution of Support for the Texas Department of Housing and Community Affair’s (“TDHCA”) 9% low-income housing tax credit allocation for Wynnewood Family Housing project located at 2048 South Zang Boulevard for the acquisition and new construction of the proposed 160-unit multifamily residential development for low income families; and
WHEREAS, on February 27, 2013, City Council authorized the City Manager, upon approval as to form by the City Attorney, to amend the terms of development loan agreement provided for the Parks at Wynnewood located at 1910 Argentia Drive, contingent upon the award of 2013 9% Low Income Housing Tax Credits ("LIHTC"), to: (1) forgive $425,000.00 of the Current balance of the loan and (2) the liability for the $425,000.00 will be assumed by the Wynnewood Family Housing, LP and WCH Limited Partnership will be released from liability on the $425,000.00, and such assumption and release took place on June 26, 2014 and the forgiveness took place on June 26, 2014; and

WHEREAS, on April 8, 2015, City Council adopted the Wynnewood Urban Design Guide by Resolution No. 15-0703, after a public hearing; and

WHEREAS, February 22, 2017, City Council authorized a Resolution of Support for the TDHCA 9% low-income housing tax credit allocation for Wynnewood Senior Housing II Project located at 1805 South Zang Boulevard; and

WHEREAS, the various developers and applicant entities associated with the redevelopment of the Parks at Wynnewood and previous 9% low-income housing tax credit ("HTC") allocations have completed 160 units of affordable multifamily units for families and 140 units of affordable multifamily units for seniors at the redevelopment site; and

WHEREAS, such plan was adopted by the city council on April 8, 2015 by Resolution No. 15-0703, as amended; and

WHEREAS, on June 12, 2019, City Council amended the Comprehensive Housing Policy to amend the policy regarding Resolutions of Support or No Objection by Resolution No. 19-0884; and

WHEREAS, the Comprehensive Housing Policy provides a policy for developers requesting a Resolution of Support or No Objection (Resolutions) for multifamily rental housing developments seeking HTC through the TDHCA; and

WHEREAS, S Zang, LP or its affiliate, ("Applicant") has proposed the acquisition and redevelopment of a mixed-income multifamily complex to be known as HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street in the City of Dallas, Texas; and

WHEREAS, the development is part of a Concerted Revitalization Plan ("CRP") area more specifically outlined in the Wynnewood Urban Design Guide and the Comprehensive Housing Policy, as amended, as the Wynnewood Redevelopment Reinvestment Strategy Area ("RSA"); and
WHEREAS, such plan was adopted by the City Council on May 9, 2018, by Resolution No. 07-1805, as amended; and

WHEREAS, the Applicant proposes to redevelop 120 units, to include 30 1-bedroom, 66 2-bedroom, and 24 3-bedroom; and will include amenities; and

WHEREAS, upon completion of the redevelopment, the Applicant proposes to make 13 of the 120 units available to households earning 0%-30% of Area Median Income ("AMI"), 49 of the 120 units available to households earning between 31%-50% of AMI, 52 of the 120 units available to households earning between 51%-60% of AMI, and 6 market rate units; and

WHEREAS, the Applicant has advised the City that it submitted a pre-application to the TDHCA for 2020 9% Competitive HTC for the proposed acquisition and redevelopment of a property to be known as HighPoint at Wynnewood (TDHCA #20310); and

WHEREAS, the expenditure of Public/Private Partnership funds supporting this development project is consistent with the City’s revised Public/Private Partnership Guidelines and Criteria; and

WHEREAS, pursuant to Section 11.9 of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of Support to the Applicant for the 2020 9% Competitive HTC application for HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas, acting through its Governing Body, hereby confirms that it supports the proposed development by S Zang, LP, or its affiliate to be located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224, the development’s application for 2020 9% HTC, and any allocation by the TDHCA of 2020 9% HTC for the proposed development.

SECTION 2. That the City Manager or their designee is hereby authorized to execute an amended and restated redevelopment loan agreement with S Zang, LP or its affiliate, approved as to form by the City Attorney, for the construction of the proposed development. The amended and restated agreement will have the following terms:

a. Line of credit requirements for $500.00:
   1. Applicant must be awarded 2020 9% HTC by TDHCA; and
   2. The line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn; and
SECTION 2. (continued)

3. The line of credit may be repaid at any time but must be repaid in full on expiration or termination of the Land Use Restriction Agreement recorded by TDHCA.

b. Amendments to the project requirements
   1. (a) require the Applicant to obtain 2020 9% LIHTC for the HighPoint at Wynnewood Apartments; (b) extend the timeline for completion by 10 years, to 2027; (c) extend the maturity date by 10 years, to 2027; (d) lower the number of units to be built from 160 to 120; (e) require a 15 year affordability period to be enforced by deed restrictions applicable to the Highpoint at Wynnewood project and subordinate to TDHCA land use restrictions; (f) allow for the forgiveness of the remaining balance of $418,750.00 upon satisfaction of the loan terms and (g) require the Applicant to provide onsite classes for adults, career development/job training, annual health fairs, and a one-time set aside in the amount of $50,000.00 for social services, as consideration to the City for such amendments.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $500.00 to from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit P151, Object 3015, Activity PPPF, Encumbrance/Contract No ECO-2020-00012959, Vendor VC21115, in accordance with this resolution.

SECTION 4. That the Chief Financial Officer is hereby authorized to set up a Receivable Balance Sheet Account in Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet 033F and a Deferred Revenue Balance Sheet, Account 0898, in the amount of $500.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to receive, accept and deposit loan payments from S Zang, LP or affiliate in Public/Private Partnership Fund, Fund 0352, Department ECO, Principal Revenue Code 847G and Interest Revenue Code 847H, and debit Balance Sheet 0001 (Cash); as well as debit Deferred Revenue Balance Sheet Account 0888 and credit Receivable Balance Sheet Account 033F.

SECTION 6. That this formal action has been taken to put on record the opinion expressed by the City of Dallas on February 26, 2020, and that for and on behalf of the Governing Body, the Mayor or City Manager, or their designee, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

SECTION 7. That this resolution affirms that the above-named development has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Wynnewood Urban Design Guide and the City's Comprehensive Housing Policy as the Wynnewood Redevelopment RSA.
SECTION 8. That the City, upon approval as to form by the City Attorney, may (1) release its lien upon compliance with all loan terms or upon payment by Applicant of the $418,750.00 and the deed restrictions may be released upon compliance with its terms in accordance with this resolution or full payment of the loan amount ($418,750.00) and (2) subordinate its lien to any interim or permanent financing so long as City's lien is in no lower than third position.

SECTION 9. That the Director of the Office of Economic Development may extend some or all deadlines in this resolution for up to a one year period, as determined in its sole discretion.

SECTION 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.
1: Located on a route, with sidewalks for pedestrians, that is 0.5 miles or less from the entrance of a public transportation stop with services beyond 8am-5pm, plus weekend service [11.9(c)(4)(B)(II)(a)]: DART Bus stop (full service) Zang @ Illinois 82S/81S (~0.4 miles from site).
Pickup: Russellville

Wynnewood Village Kroger
Dallas, TX Grocery Store
752 Wynnewood Village Shp Ctr
Dallas, TX 75224

Store Phone: (214) 941-8311
Store Hours:
Sun - Sat: 6:00 AM - Midnight

Pharmacy Phone: (214) 942-3191
Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 9:00 PM
Sat: 9:00 AM - 6:00 PM
* Normal Hours of operation. Please call store for changes.

Online Services:
Online Deli/Bakery Ordering
View Weekly Ad

Store Services:
Atm
Bakery
June 2010 An amazing transformation from Exxon Jiffy Lube to Empowerment Center

How The Empowerment Center Was Born:

In June 2010, Dallas Attorney Kip Petroff, along with wife Suzi, an author and former schoolteacher, and New Hope Foundation announced the grand opening of an Adult Learning Center and Community Service Center in South Dallas. Avid environmentalists, the couple was excited to be able to convert an abandoned Exxon Jiffy Lube into a safe and healthy place where local men and women may seek assistance and further their educations. While the Center is specifically designed to meet the needs of adult learners in the immediate community, programs may also be implemented in the future to serve teens and children.
Empowerment Center Director, Reverend Johnny R. Flowers, and Architect, Allan Ross

The Empowerment Center is a gift from New Hope Foundation to the community. The Reverend Johnny R. Flowers, an icon of leadership and self-empowerment in South Oak Cliff, has been selected to run the Center. Reverend Flowers has chosen the name "Empowerment Center."

The building currently houses three classrooms, meeting spaces, a small kitchen, and offices. Architect Allan Ross was able to save the shell of an Exxon Jiffy Lube, remove hazardous waste, and expand the building from 2,000 square feet to its current 5,000 square feet. It was designed and constructed so that it may eventually accommodate an additional 5,000 square feet of useable space on the second floor.
The Empowerment Center, located at 2200 Zang Blvd, Dallas, Texas 75224, offers various licenses and certifications, GED classes, self-improvement opportunities, and more. Several educational institutions have already begun making plans to use the facility in ways that will further benefit the neighboring community.

Scheduling your own meeting at the Empowerment Center

How You Can Help:

Thank You! We couldn’t do it without YOU!

- Sell items on eBay and donate a portion of your sales to our sister foundation, Framehouse Outreach Foundation.
- Or shop on eBay from sellers who are donating a portion of their sales to our sister foundation, Framehouse Outreach Foundation.

Recent News

- Another Amazing EID Year! The 2015 Elves In Disguise Photo Gallery Is Now Live.
- The 2015 Elves In Disguise Home Makeover Is October 24, 2015!

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Annette's DayCare Center Too
Education in Dallas, Texas

5 people like this
6 people follow this

2 check-ins

See All
Community
Education

3034 S Beckley Ave (177.41 mi)
Dallas, Texas 75224
Get Directions

(214) 946-1885

Price Range $$

See All
About

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - July 26, 2014
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Child Kingdom Montessori School
Preschool

A Time & A Season Christian Day Care
Day Care

Angels R Wee Learning Center
Day Care

See more of Annette's DayCare Center Too on Facebook

Log In or Create New Account

DRC
Clothing (Brand)
### Operation Details

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

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#### Five 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 ( الديناميك ) are inspected at least once every two years, Listed Family Homes ( الديناميك ) 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 five years, Licensing conducted the following:
  - 23 - Inspections
  - 0 - Assessments
  - 3 - Self Reported Incidents
  - 10 - 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 Five year history.

**Five Year Compliance Summary**

- During the last five years, 2907 standards were evaluated for compliance at this operation.

- Of the standards evaluated **18** deficiencies were cited.

  Click on the number of deficiencies to see additional details.

- Each standard is assigned a weight. This 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 intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past five years are as follows:
  - 6 were weighted as High
  - 6 were weighted as Medium - High
  - 5 were weighted as Medium
  - 0 were weighted as Medium - Low
  - 1 was 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.
WYNNEWOOD ACUTE RESPONSE CLINIC

LBN (Legal business name)  DALLAS COUNTY HOSPITAL DISTRICT

Internal Medicine

A physician who provides long-term, comprehensive care in the office and the hospital, managing both common and complex illness of adolescents, adults and the elderly. Internists are trained in the diagnosis and treatment of cancer, infections and diseases affecting the heart, blood, kidneys, joints and digestive, respiratory and vascular systems. They are also trained in the essentials of primary care internal medicine, which incorporates an understanding of disease prevention, wellness, substance abuse, mental health and effective treatment of common problems of the eyes, ears, skin, nervous system and reproductive organs.

Contact Information

WYNNEWOOD ACUTE RESPONSE CLINIC
LBN (Legal Business Name)  DALLAS COUNTY HOSPITAL DISTRICT
655 W ILLINOIS AVE
#725
DALLAS, TX  75224-1814

Phone: 214-590-7118
Fax:
Website:

Specialty  Taxonomy Code

Internal Medicine  207R00000X
Clinical  1041C0700X
Family Medicine  207Q00000X
Nurse Practitioner  363L00000X

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Map data ©2020
NPI Profile & details for WYNNEWOOD ACUTE RESPONSE CLINIC

NPI Number: 1235538141
LBN: DALLAS COUNTY HOSPITAL DISTRICT
DBA: WYNNEWOOD ACUTE RESPONSE CLINIC
Authorized official: FREDERICK CERISE - (PRESIDENT/CHIEF EXECUTIVE OFFICER)

1 Some organization health care providers are a group of components that furnish different types of health care or have separate physical locations where health care is furnished. These components and physical locations are not themselves legal entities, but are part of the organization health care provider (which is a legal entity). A covered organization provider may decide that its subparts (if it has any) should have their own NPI numbers. If a subpart conducts any HIPAA (Health Insurance Portability and Accountability Act) standard transactions on its own (e.g., separately from its parent), it must obtain its own NPI number.

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Reviews for WYNNEWOOD ACUTE RESPONSE CLINIC

There are currently no reviews for WYNNEWOOD ACUTE RESPONSE CLINIC. Be the first to post a comment or review.

Read our reviews / comments about this provider to help you decide if they are right for you. Share your experience by posting a comment or review about this provider to help others decide which is right for them.

Nearby Doctors & Physicians

MONICA T HERRERA, PA
655 W ILLINOIS AVE
DALLAS, TX

NORTH TEXAS CARDIOVASCULAR ASSOC
221 W COLORADO
DALLAS, TX
South Oak Cliff Dialysis Ctr

South Oak Cliff Dialysis Ctr was recognized and certified in Oct 11th, 1994 by Centers for Medicare & Medicaid Services (CMS) as one of the modern dialysis facilities which are scientifically measured and assessed to have high-quality dialysis services for promoting health and improving the quality of life. South Oak Cliff Dialysis Ctr is located at 740 Wynnewood Shop Ctr Dallas, TX 75224 and can be contacted via phone number (214) 943-7065.

Overview

Facility Name: South Oak Cliff Dialysis Ctr
Address: 740 Wynnewood Shop Ctr Dallas, TX 75224
Phone: (214) 943-7065

CMS number: 452687
Certification Date: Oct 11th, 1994
Ownership Type: Profit
Owned or managed by chain organization: Fresenius Medical Care

Number of dialysis stations: 40
Facility has a shift starting at 5:00 p.m. or later: No

Offers in-center hemodialysis: Yes
Offers in-center peritoneal dialysis: No
Offers home hemodialysis training: No

Contact Info

740 Wynnewood Shop Ctr Dallas, TX 75224
(214) 943-7065
Quality Measures

Center for Medicare & Medicaid Services (CMS) regularly surveys the quality of dialysis services basing on different metrics which more or less reflects the overall conditions of patients after receiving the services. This quality measures report is provided in order to help patients understand the dialysis services being offered by South Oak Cliff Dialysis Ctr and to help the facilities improve their service quality for promoting health. The following quality measures are collected, compiled and publicized on Oct 30th, 2019 by CMS.

<table>
<thead>
<tr>
<th>Quality Measure</th>
<th>Facility</th>
<th>State</th>
<th>Nation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of adult hemodialysis patients that have Kt/V greater than or equal to 1.2 after getting enough wastes removed from their blood during dialysis</td>
<td>92%</td>
<td>96%</td>
<td>96%</td>
</tr>
<tr>
<td>Percentage of adult peritoneal dialysis patients that have Kt/V greater than or equal to 1.7 after getting enough wastes removed from their blood during dialysis</td>
<td>N/A</td>
<td>89%</td>
<td>89%</td>
</tr>
<tr>
<td>Percentage of children that have Kt/V greater than or equal to 1.2 after getting enough wastes removed from their blood during dialysis</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of adult patients who received treatment through an arterial venous fistula</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility</td>
<td>58%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>66%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nation</td>
<td>66%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of adult patients who had a catheter (tube) left in a vein for 90 days or longer when receiving their regular hemodialysis treatments (lower percentage is better)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Nation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of patients who had average hemoglobin (hgb) less than 10.0 g/dL (lower percentage is better)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Nation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of patients who had average hemoglobin (hgb) greater than 12.0 g/dL (lower percentage is better)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Nation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Percentage of adult patients with hypercalcemia, having serum calcium greater than 10.2 mg/dL (lower percentage is better)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility</td>
</tr>
</tbody>
</table>
This dialysis data was updated by using the dataset publicized on Oct 30th, 2019 by the Centers for Medicare and Medicaid Services (CMS). If you found out anything that is incorrect and want to change it, please follow this Update Data (/dialysis/help.html#updatedata) guide.

### Related Providers

<table>
<thead>
<tr>
<th>Provider</th>
<th>Description</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1% Annuity Return</td>
<td></td>
<td><a href="http://AnnuityAlliance.com">AnnuityAlliance.com</a></td>
</tr>
<tr>
<td>Susan J Rhodes - Registered Dietitian Nutrition Professional, Fort Worth</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>Private Pediatric Home Nurse - Skilled Child Home Health Care</td>
<td></td>
<td><a href="http://brightstarcare.com">brightstarcare.com</a></td>
</tr>
<tr>
<td>Home Medical Supplies &amp; Equipment I - Medical Supplies &amp; Equipment, Inc. at 4</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>Contact Us Today</td>
<td></td>
<td><a href="http://Absentys">Absentys</a></td>
</tr>
<tr>
<td>Non-Surgical Fibroid Treatment</td>
<td></td>
<td>[Houston Fibroids](<a href="http://Houston">http://Houston</a> Fibroids)</td>
</tr>
<tr>
<td>Dr. Mark A Brickey - Internal Medicine, Richardson TX</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>All Medical &amp; Equipment Supplies - All Medical &amp; Equipment Supplies at 45 South Main S</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>Dr. Lawrence H Peters - Pain Management, Louisville KY</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>Comprehensive Hematology Oncology Medical Group in St Petersburg Florida</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>Dwic Of Tampa Bay - Medical Group in Tampa Florida</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
<tr>
<td>Dr. Margaret Elizabeth Speeker-cruit - UPI Pensacola FL</td>
<td></td>
<td><a href="http://healthcare4ppl.com">healthcare4ppl.com</a></td>
</tr>
</tbody>
</table>
Most Viewed Facilities

Brookriver Dialysis (/dialysis/texas/dallas/brookriver-dialysis-452703.html)
8101 Brookriver Drive
Lake Cliff Dialysis Center (/dialysis/texas/dallas/lake-cliff-dialysis-center-672580.html)
805 N. Beckley Avenue

Redbird Dialysis Center (/dialysis/texas/dallas/redbird-dialysis-center-452699.html)
4111 Camp Wisdom Rd
Oak Cliff Dialysis (/dialysis/texas/dallas/oak-cliff-dialysis-452894.html)
2000 South Llewellyn

Ut Southwestern - Oak cliff Dialysis (/dialysis/texas/dallas/ut-southwestern-oakcliff-dialysis-452773.html)
608-610 Wynnewood Village

Fmc North Buckner Dialysis Center (/dialysis/texas/dallas/fmc-north-buckner-dialysis-center-452720.html)
1070 N Westmoreland Blvd
Us Renal Care North Dallas (/dialysis/texas/dallas/us-renal-care-north-dallas-dialysis-672653.html)
10740 N Central Expwy Suite 150

Top Rated Facilities

Oak Cliff Dialysis (/dialysis/texas/dallas/oak-cliff-dialysis-452894.html)
2000 South Llewellyn
Bma Of Dallas Central (/dialysis/texas/dallas/bma-of-dallas-central-452684.html)
7610 Military Parkway
Lake Cliff Dialysis Center (/dialysis/texas/dallas/lake-cliff-dialysis-center-672580.html)

Brookriver Dialysis (/dialysis/texas/dallas/brookriver-dialysis-452703.html)
8101 Brookriver Drive
Fmc - Village li Dialysis (/dialysis/texas/dallas/fmc-village-ii-dialysis-452688.html)
6300 Samuel Blvd Ste 125
Greater Irving li Regional Dialysis Center, LLC (/dialysis/texas/dallas/greater-irving-ii-
5 MILE RADIUS MAP

Radius Calculator

Enter an address, city, or zip code, and a radius, and you will get the radius drawn on the map. Below the map you will find a list of all containing zip codes, cities, counties, and combinations within the radius.

Address or City, State or Zip:
1805 s zang, dallas, texas 75224

Radius (miles):
5

1: Accredited University or Community College within 5 miles [11.9(c)(4)(B)(IX)]:
El Centro College: accredited college of the Dallas County Community College District located at 801 Main Street, Dallas, TX 75202 (~4.3 miles from site).
Professional Development Days - Thursday and Friday, February 27-28: To allow employees to participate in professional development activities, Thursday day and evening classes and Friday day classes will not meet. Friday evening, Saturday and Sunday classes will meet.
We believe you can succeed!
Reach your goals with our credit and noncredit programs, convenient schedules and low-cost tuition.

Find a Class

Programs of Study

Pay for College

Apply Now

Start Your Path to Success

As you navigate college, you now have a tool to guide you through community college: your guided pathway. Your guided pathway will help you find the courses you need to take to prepare you for success in college and your career. Find the right courses to get the career you want.

Find Your Guided Pathway

Get a Google IT Support Professional

Certificate at El Centro
Downtown Campus
801 Main St.
Dallas, TX 75202
214-860-2000

West Campus
3330 N. Hampton Road
Dallas, TX 75212
972-391-1400

Mockingbird
1250 W. Mockingbird Lane
Dallas, TX 75247
214-860-2301

Center for Design
1201 Main St.
Dallas, TX 75202
214-860-2000

R Building
701 Elm St.
Dallas, TX 75202
214-860-2000

Paramount (Health)
301 N. Market St.
Dallas, TX 75202
972-860-5001
Get Seasoned Dallas!

Buy tickets now for your chance to Experience Dallas Culinary Culture!
Common Book Kick-Off Event

Join us on Tuesday, February 25 and pick up a copy of this year's Common Book, "March: Book One" and learn about its author, Congressman John Lewis.

Dine at El Centro College

Come taste what our students are cooking for American Regional lunch on Thursdays (beginning February 6th)

News

Register now for new fast track Culinary Program at North location!

El Centro College is excited to announce the expansion of the Culinary, Pastry and Hospitality Program to a new North Dallas facility located at Webb Chapel and 635.

Common Book Program Spring Events

The Literacy Link chairs, Samantha Schulze and Joselyn Gonzalez welcome you to El Centro College’s Common Book program for 2020 — "March: Book One."
ECC Professor Recognized By TACHE for Service to Chicano Students
Congratulations to Professor Vanessa Mercado-Taylor

The H. Paxton Moore Fine Art Gallery Presents "These Bright Hours, a Solo Exhibition" by Hannah Bludworth
Come see "These Bright Hours," on exhibit from Jan. 13 - Feb. 12.

Dallas Culinary Education and Training Takes Big Leap Forward in 2020 With El Centro Program Expansion
The new year ahead means expansion and a new name for one of Dallas County Community College District’s signature programs: The Food & Hospitality Institute at El Centro is becoming the Culinary, Pastry and Hospitality (CPH) program.

El Centro College Receives 2019 Star Award for Triple Credit Model Fire Academy
The distinction, presented by the Texas Higher Education Coordinating Board, recognizes institutions of higher learning for their exceptional contributions toward supporting student access and success.

Upcoming Events

Professional Development Day/Work Day for Employees - Day Classes Will Not Meet
📅 Friday, February 28
◉ All Day
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
<th>Date</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEB 28</td>
<td>Phi Theta Kappa - General Meeting</td>
<td>Friday</td>
<td>10:00 AM</td>
<td>El Centro College - Downtown Campus</td>
</tr>
<tr>
<td>MAR 04</td>
<td>NTFB Mobile Food Pantry</td>
<td>Wednesday</td>
<td>All Day</td>
<td>El Centro College - Downtown Campus</td>
</tr>
<tr>
<td>MAR 05</td>
<td>Recruitment: SMU</td>
<td>Thursday</td>
<td>1:30 PM</td>
<td>El Centro College - Downtown Campus</td>
</tr>
<tr>
<td>MAR 06</td>
<td>El Centro College Preview Day</td>
<td>Friday</td>
<td>9:00 AM</td>
<td>El Centro College - Downtown Campus</td>
</tr>
</tbody>
</table>
Stay Alert and Stay Safe

• The CARE Team responds to individuals who are struggling to maintain essential needs (food, shelter, etc.) and/or who are demonstrating concerning behaviors.

• Title IX coordinators respond to individuals who have been victims of gender-based discrimination, harassment or sexual misconduct.

• The Police respond to immediate threats to life and property.

Submit a Concern to the CARE Team | Report a Title IX Incident | Report a Student Complaint | Report a Student Code of Conduct Violation | Report Sexual Assault or Sexual Misconduct

View Mental Health Resources
If you find any accessibility or functionality issues while browsing the El Centro College website, please take the time to notify us of the issue through the Website Accessibility Request Form.

For information on how to file an internal grievance alleging violation of the ADA or Section 504, please see the Dallas County Community College District Board Policy Manual:

   Policy For Students   Policy For Employees
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>8.885</td>
<td>8.885</td>
<td>8.885</td>
<td>8.885</td>
</tr>
</tbody>
</table>

**Feasibility Report Survey:** 8.885  
**Feasibility Report Engineer's Plan:** 8.885

(*) 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:

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>WCH Limited Partnership</td>
<td>Kathy Krickhahn</td>
</tr>
</tbody>
</table>

**Address:**

<table>
<thead>
<tr>
<th>901 Main Street, 20th floor</th>
</tr>
</thead>
</table>

**City:** Dallas  
**State:** TX  
**Zip:** 75202  
**Date of Last Sale:** 12/8/1993

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: general partner of seller is a manager of the applicant's general partner

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>n/a</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:**  
**Anticipated Closing Date:**

- [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):

*See Schedule B of Title Commitment*
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

- Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will 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. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**

- Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **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 elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement. (Competitive HTC only)
- 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)

**26.16% HTC units per HH but development is Reconstruction defined as Rehabilitation and qualifies despite the >20% ratio. - bps**

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

---

If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

#### Site Control Documentation
- [x] Evidence of Site Control as described in 10 TAC §11.204(10)
  - [ ] Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
  - [ ] Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - [x] Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - [x] If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(iii), as applicable.

#### Ingress/Egress and Easements
- [ ] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

#### Re-platting or Vacating Requirement
- [ ] Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

#### Title Commitment or Policy
- [x] Documentation required by 10 TAC §11.204(12) is included.

#### Increase in Eligible Basis (30% Boost)
- [ ] Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
  - [x] 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.
  - [x] SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
  - [ ] 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.

List of Opportunity Zones can be found at:

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made to be effective as of the Contract Date (hereafter defined), by and among WCH LIMITED PARTNERSHIP, a Texas limited partnership ("Seller"), and S ZANG, LP, a to-be-formed Texas limited partnership acting through its authorized representative ("Buyer").

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein the parties hereto do hereby agree as follows:

ARTICLE I - CERTAIN DEFINITIONS

As used herein, the following terms shall have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or national holiday on which banks in Dallas, Texas are open for business.

"Closing Date" shall mean March 30, 2021, as the same may be extended pursuant to the express terms of this Agreement.

"Closing Documents" shall mean all documents and instruments executed and delivered by Buyer or Seller pursuant to the terms of this Agreement or otherwise in connection with the transaction contemplated by this Agreement, including, without limitation, the documents and instruments required pursuant to the terms of Article 5.

"Contract Date" shall the date the Title Company acknowledges receipt of an original counterpart of this Agreement executed by both Buyer and Seller.

"Designated Representative" shall mean Kathy Krickhahn on behalf of Banc of America Community Development Corporation, as the general partner of the Seller.

"Due Diligence" shall mean examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations with respect to the Property, the Documents, and other information and documents regarding the Property, including, without limitation, examination and review of title matters, laws applicable to the Property, the physical condition of the Property, and the economic status of the Property.

"Due Diligence Period" shall mean the period commencing on the Contract Date and expiring at 5:00 p.m. Dallas, Texas Time on August 15, 2020.

"Escrow Agent" shall mean Lorri Henson of Republic Title of Texas, Inc.

"Hazardous Materials" shall mean any substance, chemical, waste or material that is or becomes regulated by any Federal, State or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or
reactivity, including, without limitation, asbestos or any substance containing more than 0.1 percent asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product.

"Liabilities" shall mean, collectively, any and all problems, conditions, latent defects, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever.

"New Leases" shall mean, collectively, any lease for space at the Property entered into between the Effective Date and the Closing Date.

"Person" shall mean any individual, partnership, corporation, limited liability company, limited liability partnership, trust or other entity.

"Project" shall mean, collectively, the apartment units and any associated facilities currently located upon the Property.

"Property" shall mean, collectively:

   (i) The tracts or parcels of land situated in the City of Dallas, Dallas County, Texas, described on Exhibit A hereto (the "Land");

   (ii) The improvements located on the Land, including, without limitation, the Project (the "Improvements");

   (iii) All of Seller's right, title and interest in and to appurtenances to the Land, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way, any adjacent strips or gores of real estate, and all of Seller's rights, titles and interest appurtenant to the Land and the Improvements;

   (iv) All of Seller's right, title and interest in and to the Personal Property (so called herein);

   (v) All of Seller's right, title and interest in and to all residential tenant leases, including without limitation New Leases (collectively the "Tenant Leases", and individually a "Tenant Lease");

   (vi) All of Seller's right, title and interest in and to all leases other than the Tenant Leases concerning the Project, Land or Improvements (the "Other Leases"; collectively, the Tenant Leases and the Other Leases are referred to as the "Leases");

   (vii) All prepaid rents collected by Seller or its predecessor in interest from the residential tenants (collectively the “Tenants”) holding under a Tenant Lease for any period subsequent to the Closing Date (the “Prepaid Rents”);
(viii) All security and pet deposits collected by Seller or its predecessor in interest from the Tenants or which the landlord may be obligated to return to the Tenants the "Deposits");

(ix) All of Seller' right, title and interest in and to all maintenance and service contracts (the "Property Agreements") affecting the Project, Land or Improvements, provided, however, all utility deposits shall remain the property of Seller;

(x) With respect to the Project, all of Seller's right, title and interest in and to all (1) warranties and guaranties, (2) licenses, permits, or similar documents, and (3) telephone exchanges, trade names, marks, and other identifying material, including without limitation the name of the Project currently used by Seller (collectively, 1 through 3 are referred to as the “Intangible Property”).

"Purchase Price" shall mean One Million and No/100 Dollars ($1,000,000.00).

"Rents" shall mean all rents, additional rent and any tax and operating expense reimbursements and escalations due from the tenants of the Property under the Leases.

"Seller-Allocated Amounts" shall mean, collectively:

(a) with respect to any condemnation or eminent domain proceedings with respect to any portion of the Property that occurs after the Contract Date hereof, (i) the costs, expenses and fees, including reasonable attorneys' fees, expenses and disbursements, incurred by Seller in connection with obtaining payment of any award or proceeds in connection with any such condemnation or eminent domain proceedings, and (ii) any portion of any such award or proceeds that is allocable to loss of use of the Property prior to Closing; and

(b) with respect to any casualty to any portion of the Property that occurs after the Contract Date hereof, (i) the costs, expenses and fees, including reasonable attorneys' fees, expenses and disbursements, incurred by Seller in connection with the negotiation and/or settlement of any casualty claim with an insurer with respect to the Property, (ii) the proceeds of any rental loss, business interruption or similar insurance that are allocable to the period prior to the Closing Date, and (iii) the reasonable and actual costs incurred by Seller in securing the Property following a casualty.

"Seller Parties" shall mean and include, collectively (and each individually a "Seller Party"), (a) Seller; (b) its counsel; (c) Seller's property manager; (d) any direct or indirect owner of any beneficial interest in Seller; (e) any officer, director, employee, or agent of Seller, its counsel, Seller's property manager or any direct or indirect owner of any beneficial interest in Seller; and (f) any other entity or individual affiliated or related in any way to any of the foregoing.
"Seller's knowledge" or words of similar import shall refer only to the actual knowledge of the Designated Representative and shall not be construed to refer to the knowledge of any other Seller Party, or to impose or have imposed upon the Designated Representative any duty to investigate the matters to which such knowledge, or the absence thereof, pertains, including, but not limited to, the contents of the files, documents and materials made available to or disclosed to Buyer or the contents of files maintained by the Designated Representative. There shall be no personal liability on the part of the Designated Representative arising out of any of the Seller's representations.

"Title Company" shall mean Republic Title of Texas Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204-4064, Attention: Lorri Henson; Phone: (214) 855-8891.

"Title Documents" shall mean all documents referred to on Schedule B of the Title Commitment as exceptions to coverage.

**ARTICLE 1 - SALE OF PROPERTY**

2.1 **Sale of Property.** Seller agrees to sell, transfer and assign and Buyer agrees to purchase, accept and assume, subject to the terms and conditions set forth in this Agreement and the Closing Documents, all of Seller's right, title and interest in and to the Property. In consideration of the sale of the Property to Buyer, Buyer shall pay to Seller an amount equal to the Purchase Price, as prorated and adjusted as set forth in Article 6, or as otherwise provided under this Agreement.

2.2 **Purchase Price.** The Purchase Price shall be paid as follows:

Within **three (3) Business Days,** Buyer shall deliver the Earnest Money (so called herein) in cash or other good and current funds to the Title Company, and the Earnest Money Deposit shall thereafter be held by the Title Company in escrow to be applied or disposed of by it as is provided in this Agreement. The **Earnest Money Deposit shall be in the amount of One Thousand and No/100 Dollars ($1,000.00).** The Earnest Money Deposit shall be invested in an interest-bearing account at one or more federally insured national banking institutions. The party entitled to the Earnest Money Deposit shall be entitled to the interest earned thereon. The Earnest Money Deposit plus interest thereon shall be disposed of by the Title Company as provided elsewhere in this Agreement. If Buyer fails to timely deposit the Earnest Money Deposit, Seller may, at its option, without limitation upon any other remedy available to Seller, immediately terminate this Agreement by written notice to Buyer. Notwithstanding any other provision of this Agreement to the contrary, the sum of One Hundred and No/100 Dollars ($100.00) out of the Earnest Money Deposit shall be paid by the Title Company to Seller as "Independent Consideration" (herein so called) for the execution of this Agreement and the rights granted herein, which said Independent Consideration shall be paid to Seller in all instances, on execution hereof is fully earned, and shall not be applied against the Purchase Price.

On the Closing Date, Buyer shall pay to Seller an amount equal to the balance of the Purchase Price in immediately available funds by wire transfer as more particularly set forth in Section 6.2, as prorated and adjusted as set forth in Section 6.2, or as otherwise provided under this Agreement.
ARTICLE 3 - PROPERTY MATTERS

3.1 Title Commitment. Seller shall use commercially reasonable efforts to procure a current commitment for Title Insurance (the "Title Commitment") countersigned by the Title Company with respect to the Property, and provide such Title Commitment, together with copies of the Title Documents referred to therein, to Buyer within thirty (30) days after the Contract Date.

3.2 Survey. The transaction under this Agreement is subject to any encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey or surveys (such survey of the Property shall be referred to herein as the "Survey"). Seller has provided or shall provide Buyer with a copy of any existing survey(s) in Seller’s possession simultaneously with the execution hereof. Buyer, at Buyer's sole cost and expense, shall obtain a Survey, in such form and content sufficient and acceptable to the Buyer's lender and the Title Company to modify, at Buyer's sole cost and expense, the exception contained in the Texas form owner's title insurance policy pertaining to survey matters as permitted by applicable title insurance regulations to refer only to shortages in area.

3.3 Review of Title Commitment and Survey. Buyer shall have a period of ninety (90) days from the Contract Date (the "Title Review Period") to review the Title Commitment and the Survey and give written notice to Seller specifying Buyer's objections (the "Objections"), if any, to the Title Commitment and the Survey. If Buyer fails to give written notice of Objections to Seller prior to the expiration of the Title Review Period, then all exceptions to title shown in the Title Commitment, including without limitation on Schedule B of the Title Commitment and on the Survey shall be deemed to be "Permitted Exceptions" (so called herein). Notwithstanding the foregoing, on or before Closing Seller shall cause any liens securing indebtedness which has been voluntarily created by Seller, all mechanic's and materialmen's liens (unless such matters result from the actions of Buyer), and all liens for taxes and other unpaid assessments which are due and payable as of the Closing (subject to the applicable proration provisions contained herein) to be released or insured against as of the Closing Date, and it shall not be necessary for Buyer to make formal objection to the existence of any such liens or other encumbrances. The standard printed exceptions shall be deemed to be Permitted Exceptions. Seller shall have until thirty (30) days following the receipt of the Objections (the "Cure Period") in which to cure such Objections.

3.4 Seller's Obligation to Cure. If Buyer timely notifies Seller in writing of Objections to the Title Commitment or the Survey, then Seller may, but is not obligated to, at any time prior to the expiration of the Cure Period, give written notice ("Seller’s Title Cure Notice") to Buyer of Seller’s intention to satisfy the Objections prior to Closing. If Seller fails to timely give Buyer Seller’s Title Cure Notice or if Seller notifies Buyer in writing during the Cure Period that Seller will not satisfy the Objections prior to Closing, then, in either event, Buyer shall have the exclusive option, which must be exercised on or before the expiration of the Due Diligence Period, to either (i) waive the unsatisfied Objections, in which event those unsatisfied Objections shall become Permitted Exceptions, or (ii) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer and Seller and Buyer shall have no further
obligations, one to the other, with respect to the subject matter of this Agreement, except obligations expressly set forth herein as surviving termination. If Buyer fails to timely terminate this Agreement in accordance with this Section, Buyer is deemed to have waived the unsatisfied Objections.

3.5 Title Policy. At Closing, the State of Texas standard form Owner Policy of Title Insurance (the "Owner's Title Policy") shall be issued by the Title Company, in the amount of the Purchase Price, and shall insure that Buyer has fee simple title to the Property, subject only to the Permitted Exceptions. The basic premium for the Owner’s Title Policy described herein shall be borne by and paid by Seller. Buyer shall pay for all other costs associated with Owner’s Title Policy and any Mortgagee Title Policy including, without limitation, all endorsements and modifications of standard exceptions.

3.6 Inspection. Buyer shall have from the Contract Date and expiring at 6:00 p.m. CDT on July 31, 2020 to make such examination, studies, appraisals, on-site inspections, engineering and environmental tests and investigations (the "Inspections") of the Property as Buyer may deem advisable; provided, however, Buyer shall not cause any penetrations to be made in any structures or paved areas without the prior written consent of Seller, not to be unreasonably withheld. All Inspections shall be made only on Business Days and during such hours that will not unreasonably interfere with or disturb the quiet enjoyment of the Project by Tenants. Prior to performing any Inspections, Buyer and any of its agents or representatives performing any Inspections shall maintain and provide to Seller insurance for Seller's benefit in form, content and amounts reasonably acceptable to Seller and naming Seller as an additional insured and as a certificate holder. Any inspections of occupied apartment or duplex units shall be made only with advance notice to and consent of such Tenant and with a representative of Seller or its property manager present. Seller shall cooperate with Buyer, and use commercially reasonable efforts to cause Seller's management company to cooperate with Buyer, in making the Property available for Buyer's Inspections, and shall make, to the extent such items are in Seller's actual possession or reasonably obtainable by Seller, any and all books, records and other information relating to the Project and located at the Project available for Buyer's Inspections. As used in this Agreement, Seller's obligation to act reasonably or use reasonable efforts shall not require the expenditure of money (other than in connection with copies or transmittal). If Buyer desires copies of such information, the same shall be made at Buyer's expense. All materials made available by Seller that were prepared by a third party shall be deemed provided without representation or warranty by Seller as to the accuracy of such materials or the ability of Buyer to rely upon such materials. Additionally, Seller agrees to use commercially reasonable efforts to deliver to Buyer copies of the following items within thirty (30) days after the Contract Date:

(a) A current "Rent Roll" (herein so called) prepared by Seller or its management company, which Rent Roll shall reflect, as of the date thereof, in relation to Leases executed and in effect as of the Contact Date, unit numbers, tenant names, monthly rental, the amount of the tenant's security deposit, and the expiration date of each Lease;

(b) Copies of the Property Agreements or, if unwritten, a summary of the terms thereof;

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(c) Copies of the current tax statements and the current insurance bills for the Property;

(d) A list of the personal property that will be conveyed by Seller to Buyer at Closing (the “Personal Property”). Such list of the Personal Property will be used for the purposes of describing the tangible personal property to be conveyed by the bill of sale;

(e) Copies of the year end profit and loss statement for the prior calendar year and copies of the profit and loss statement for the current year to date;

(f) Environmental report(s), if in Seller's possession; and

(g) Access to the Tenant Leases, upon request by Buyer.

All materials obtained by Buyer pursuant to this Section 3.6 shall be held in confidence by Buyer and disclosed only to its attorneys, accountants, prospective investors and lenders and the Texas Department of Housing and Community Affairs (“TDHCA”). If the parties fail to consummate the transaction described herein for any reason other than the Seller's default, Buyer shall deliver to Seller all information and reports obtained by Buyer pursuant to this Article 3, which obligation shall survive the termination of this Agreement.

**BUYER AGREES TO RESTORE THE PROPERTY TO ITS ORIGINAL CONDITION AFTER THE CONDUCT OF ANY SUCH PHYSICAL INSPECTIONS OR TESTS.** **BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER, ITS MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS AND EMPLOYEES, AND THE PROPERTY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, COSTS OR EXPENSES SUFFERED BY OR ASSERTED AGAINST SELLER, ITS MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS OR EMPLOYEES, AND/OR THE PROPERTY, AND ARISING IN ANY MATTER OUT OF ANY ENTRY ONTO THE PROPERTY DURING THE PENDENCY OF THIS AGREEMENT, BY BUYER, ITS AGENTS OR CONTRACTORS, AND SUCH OBLIGATIONS SHALL SURVIVE CLOSING OR ANY TERMINATION OF THE AGREEMENT, NOTWITHSTANDING ANY LIMITING LANGUAGE WHICH MIGHT OTHERWISE BE CONTAINED IN THIS AGREEMENT.**

3.7 **Financing.** Until the expiration of the Due Diligence Period Buyer shall, in good faith, diligently seek a financing commitment with terms acceptable to Buyer, in its sole discretion ("Loan Approval"). In the event that Buyer is unable to obtain financing, then Buyer, by delivering written notice to the Seller prior to the expiration of the Due Diligence Period, shall have the right to terminate this Agreement, in which event the Earnest Money Deposit shall be returned to the Buyer and both Buyer and Seller shall be released from any further liability or obligations hereunder.

3.8 **Inspection Approvals.** If Buyer, in its sole and absolute discretion, is not satisfied with the results of its Due Diligence during the Due Diligence Period, Buyer may terminate this
Agreement by written notice to Seller at any time prior to the expiration of the Due Diligence Period, and, in the event of such termination, neither Seller nor Buyer shall have any liability hereunder except for those obligations which expressly survive the termination of this Agreement and Buyer shall be entitled to the return of the Earnest Money Deposit (less the Independent Consideration). In the event Buyer fails to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have waived its rights to terminate this Agreement in accordance with this Article 3.

Beginning on the first Business Day after the Contract Date of this Agreement, Buyer shall be bound by and shall comply with the 2020 timeline established by the TDHCA for an application for a reservation of housing tax credits (“HTCs”). Buyer shall provide Seller with reasonably satisfactory evidence it has submitted its application in a timely manner, and Buyer’s failure to do so shall result in Seller having the right to terminate this Agreement pursuant to the terms hereof.

If Buyer fails to obtain a reservation of HTCs, Buyer may terminate this Agreement by delivering written notice of termination to Seller within seven (7) days following July 31, 2020. In such event Buyer shall receive a full refund of all refundable Earnest Money. Any portion of the Earnest Money that is, at the time of termination pursuant to this Section 3, non-refundable to Buyer shall be released to Seller.

3.9 No New Exceptions. From and after the Contract Date, Seller shall not execute any deed, easement, restriction, covenant or other matter affecting title to the Property (other than New Leases in accordance with Section 13.1) unless Buyer has received a copy thereof and has approved the same in writing. If Buyer fails to object in writing to any such proposed instrument within five (5) Business Days after receipt of the aforementioned notice, Buyer shall be deemed to have approved the proposed instrument. Buyer’s consent shall not be unreasonably withheld, conditioned or delayed with respect to any such instrument that is proposed prior to the expiration of the Due Diligence Period. Buyer, in its sole and absolute discretion, shall be entitled to grant or withhold its consent with respect to any such instrument that is proposed between the expiration of the Due Diligence Period and the Closing.

ARTICLE 4 - ADJUSTMENTS AND PRORATIONS

The following adjustments and prorations shall be made at Closing:

4.1 Lease Rentals and Other Revenues.

(a) Rents. All collected Rents shall be prorated between Seller and Buyer as of the day prior to the Closing Date. Seller shall be entitled to all Rents attributable to any period to but not including the Closing Date. Buyer shall be entitled to all Rents attributable to any period on and after the Closing Date. Rents not collected as of the Closing Date shall not be prorated at the time of Closing. After Closing, Buyer shall make a good faith effort to collect any Rents not collected as of the Closing Date on Seller’s behalf and to tender the same to Seller upon receipt (which obligation of Buyer shall survive the Closing and not be merged therein); provided, however, that all Rents collected by Buyer on or after the Closing Date shall first be applied to
all amounts due under the applicable Lease at the time of collection (i.e., current Rents and sums due Buyer as the current owner and landlord) with the balance (if any) payable to Seller, but only to the extent of amounts delinquent and actually due Seller. Buyer shall have an exclusive right to collect the sums due Seller under the Leases.

(b) Other Revenues. Revenues from Property operations (other than Rents (which shall be prorated as provided in Subsection 4.1[a]) and Deposits (which will be apportioned as provided in Section 4.5) that are actually collected shall be prorated between Buyer and Seller as of 12:01 a.m. on the Closing Date. Seller shall be entitled to all such revenues attributable to any period up to but not including the Closing Date and Buyer shall be entitled to all such revenues attributable to any period on and after the Closing Date. After Closing, Buyer shall make a good faith effort to collect any such revenues not collected as of the Closing Date on Seller's behalf and to tender the same to Seller upon receipt (which obligation of Buyer shall survive the Closing and not be merged therein). Buyer shall have an exclusive right to collect such revenues.

4.2 Real Estate and Personal Property Taxes.

(a) Proration of Ad Valorem Taxes. All real estate ad valorem or similar taxes assessed against the Property as well as any installment of assessments payable in installments during the year of Closing, shall be prorated to the Closing Date based upon the actual days involved. If, at Closing, the ad valorem real estate tax rate and assessments for the year of Closing are not yet known, then the proration of such taxes shall be based upon the rate and assessments reflected in the most recent real estate tax bill or bills for the Property, and such proration shall be adjusted between Seller and Buyer after Closing upon presentation of written evidence that the actual real estate taxes due and payable for the year of Closing differ from the amounts used at Closing. Buyer shall be solely responsible for all real estate taxes with respect to the Property due and payable or accruing from and after the Closing Date. The provisions of this Subsection 4.2(a) shall survive the Closing and not be merged therein.

(b) Special Assessments. Seller shall pay all installments of special assessments due and payable prior to the Closing Date and Buyer shall pay all installments of special assessments due and payable on and after the Closing Date; provided, however, that (a) if the owner of the Property has the election to pay any special assessment either immediately or under a payment plan with interest, Seller may elect to pay under a payment plan, which election shall be binding on Buyer; and (b) Seller shall not be required by the foregoing to pay any installments of special assessments which have not been confirmed or which relate to projects that have not been completed on the date hereof. The provisions of this Subsection 4.2(b) shall survive the Closing and not be merged therein.

4.3 Other Property Operating Expenses. Operating expenses for the Property shall be prorated as of 12:01 a.m. on the Closing Date. Seller shall pay all utility charges and operating expenses attributable to the Property to, but not including the Closing Date (except for those utility charges and operating expenses payable by tenants in accordance with the Leases) and Buyer shall pay all utility charges and other operating expenses attributable to the Property on or after the Closing Date. To the extent that the amount of actual consumption of any utility services is not determined prior to the Closing Date, a proration shall be made at Closing based
on the last available reading and post-closing adjustments between Buyer and Seller shall be made within twenty (20) days of the date that actual consumption for such pre-closing period is determined, which obligation shall survive the Closing and not be merged therein. Seller shall not assign to Buyer any deposits which Seller has with any of the utility services or companies servicing the Property. Buyer shall arrange with such services and companies to have accounts opened in Buyer's name beginning at 12:01 a.m. on the Closing Date. Notwithstanding the foregoing terms of this section, Seller shall have no obligation to pay (and Buyer shall not receive a credit at Closing for) any operating expenses to the extent that Buyer is entitled after Closing to reimbursement of operating expenses, or the recovery of any increase in operating expenses, from the tenants under the Leases, regardless of whether Buyer actually collects such reimbursement or increased operating expenses from such tenants, it being understood and agreed by Buyer and Seller that (a) as between Buyer and Seller, Buyer shall be responsible for payment of all of such operating expenses, and (b) the burden of collecting such reimbursements shall be solely on Buyer, provided, however, that Seller shall cooperate reasonably with Buyer, as necessary, in connection with Buyer's attempts to collect such reimbursements.

4.4 Closing Costs. Buyer shall pay the following costs and expenses: (a) all premiums and charges of the Title Company for any updates or modifications to the Title Commitment and for endorsements and additional coverages with respect to the Owner's Title Policy, (b) the cost of undertaking any updates or modifications to the Survey that Buyer may require, (c) all recording and filing charges in connection with the instrument by which Seller conveys the Property, (d) one-half of all escrow or closing charges, (e) one-half of all sales taxes and similar charges, if any, applicable to the transfer of the Property to Buyer, (f) all costs of Buyer's Due Diligence, including fees due its consultants, (g) all fees due to Buyer’s attorneys, and (h) all lenders’ fees related to any financing to be obtained by Buyer. Seller shall pay the following costs and expenses: (i) all premiums and charges of the Title Company for the initial Title Commitment and the basic Owner's Title Policy (excluding all endorsements and additional coverages), (ii) one-half of all escrow or closing charges, (iii) one-half of all sales taxes and similar charges, if any, applicable to the transfer of the Property to Buyer, and (iv) all fees due Seller’s attorneys. The obligations of the parties under this Section 4.4 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

4.5 Apportionment Credit. In the event the apportionments to be made at the Closing result in a credit balance (a) to Buyer, such sum shall be paid at the Closing by giving Buyer a credit against the Purchase Price in the amount of such credit balance, or (b) to Seller, Buyer shall pay the amount thereof to Seller at the Closing by wire transfer of immediately available funds to the account or accounts to be designated by Seller for the payment of the Purchase Price.

ARTICLE 5 - CLOSING

Buyer and Seller hereby agree that the closing shall be consummated as follows:

5.1 Date and Place of Closing. Closing shall take place in the offices of the Title Company on the Closing Date. Time is of the essence with respect to the Closing.
5.2 **Title Transfer and Payment of Purchase Price.** Provided all conditions precedent to Seller's obligations hereunder have been satisfied, Seller agrees to convey the Property to Buyer upon confirmation of receipt of the Purchase Price by the Escrow Agent as set forth below. Provided all conditions precedent to Buyer's obligations hereunder have been satisfied, Buyer agrees to pay the amount specified in Article 2 by timely delivering the same to the Escrow Agent on the Closing Date.

5.3 **Seller's Closing Deliveries.** At Closing, Seller shall deliver or cause to be delivered the following:

(a) **Deed.** Special warranty deed (the “Deed”) in the form mutually agreed upon by Seller and Buyer, executed and acknowledged by Seller.

(b) **Bill of Sale.** A bill of sale in the form mutually agreed upon by Seller and Buyer ("Bill of Sale"), executed by Seller.

(c) **Assignment of Tenant Leases.** An assignment and assumption of the Leases, in the form mutually agreed upon by Seller and Buyer ("Assignment of Leases"), executed by Seller.

(d) **Assignment of Intangible Property.** An assignment and assumption of the Intangible Property in the form mutually agreed upon by Seller and Buyer ("Assignment of Intangible Property"), executed by Seller.

(e) **Notice to Tenants.** A Tenant notice letter, in the form mutually agreed upon by Seller and Buyer, executed by Seller, duplicate copies of which shall be sent by Buyer after Closing to each tenant under the Leases.

(f) **Non-Foreign Status Affidavit.** Non-foreign status affidavit(s) as required by Section 1445 of the Internal Revenue Code, executed by Seller.

(g) **Evidence of Authority.** Such evidence as may be reasonably required by the Title Company demonstrating that Seller has the legal power, right and authority to consummate the purchase of the Property.

(h) **Utility Company Notices.** Letters to all utility companies advising of the change of ownership of the Property and an assignment of all utility capacity allocated to the Property.

(i) **UCC Searches.** Current UCC searches from the secretary of state of the state and the county clerk of the county in which the Property is situated showing no financing statements affecting any of the Property.

(j) **Other Documents.** Such other documents as may be reasonably required by the Title Company or as may be agreed upon by Seller and Buyer to consummate the transaction contemplated by this Agreement.
(k)  **Keys and Original Documents.** Keys to locks on the Property in the possession of Seller or Seller's property manager, and originals (or if originals are not available, copies) of all of the Property Documents, to the extent not previously delivered to Buyer.

Seller shall use its best effort to cause the items to be delivered by Seller in accordance with the terms of Subsections (a) through (j) of this Section 5.3 to be delivered to Escrow Agent no later than 5:00 p.m. Central Time on the last business day prior to the Closing Date and the items to be delivered by Seller in accordance with the terms of Subsection (k) of this Section 5.3 to be delivered on the Closing Date.

5.4  **Buyer's Closing Deliveries.** At the Closing, Buyer shall deliver or cause to be delivered the following:

(a)  **Purchase Price.** The Purchase Price, as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by Buyer at Closing.

(b)  **Assignment of Leases.** The Assignment of Leases executed by Buyer.

(c)  **Assignment of Intangible Property.** The Assignment of Intangible Property executed by Buyer.

(d)  **Evidence of Authority.** Documentation to establish to the Title Company's reasonable satisfaction the due authorization of Buyer's acquisition of the Property and Buyer's execution of this Agreement and the Closing Documents required to be delivered by Buyer and the consummation of this transaction.

(e)  **Other Documents.** Such other documents as may be reasonably required by the Title Company or may be agreed upon by Seller and Buyer to consummate this transaction.

The Purchase Price shall be paid in accordance with the terms of Article 2 hereof and the items to be delivered by Buyer in accordance with the terms of Subsections (b) through (e) of this Section 5.4 shall be delivered to Escrow Agent no later than the Closing Date.

**ARTICLE 6 - CONDITIONS TO CLOSING**

6.1  **Conditions to Seller's Obligations.** Seller's obligation to close this transaction is conditioned on all of the following, any or all of which may be waived by Seller by an express written waiver, at its sole option:

(a)  **Buyer's Financial Condition.** No petition been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law, whether now or hereafter existing; and

(b)  **Buyer's Deliveries Complete.** Buyer shall have delivered the funds required hereunder and all of the documents to be executed by Buyer set forth in Section 6.3 and shall
have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Buyer at or prior to the Closing.

6.2 Conditions to Buyer's Obligations. Buyer's obligation to close this transaction is conditioned on all of the following, any or all of which may be expressly waived by Buyer in writing, at its sole option:

(a) Title Conditions Satisfied. At the time of the Closing, title to the Property shall be as provided in Article 3 of this Agreement;

(b) Seller's Deliveries Complete. Seller shall have delivered all of the documents and other items required pursuant to Section 5.3 and shall have performed all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement, to be performed or complied with by Seller at or prior to the Closing; and

(c) Buyer obtaining an award of HTCs, subsequent loan approval for rehabilitation of the Property, and any necessary approval from the United States Department of Housing and Urban Development (“HUD”) for the transfer of the Property.

6.3 Possession. Possession of the Property shall be delivered to Buyer by Seller at Closing, subject to the Leases and the Permitted Exceptions.

6.4 If the Conditions to Closing (as defined in this Paragraph 6), have not been met on or prior to March 30, 2021, Buyer may extend the Closing Date on this Agreement until July 1, 2021 (the “Extension Period”) by providing written notice to Seller and to Title Company exercising such option at least three (3) days prior to March 30, 2021. In consideration for such option to extend the Closing Date, Buyer shall deliver directly to Seller Five Hundred and No/100 Dollars ($500.00) (the “Extension Fee”) via check or wire transfer as an extension fee. Notwithstanding anything to the contrary in this Agreement, Seller may terminate this Agreement by written notice to Purchaser if Buyer fails to deliver the Extension Fee to Seller within two (2) business days after March 30, 2021.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 Buyer's Representations. Buyer represents and warrants to, and covenants with, Seller as follows:

(a) Buyer's Financial Condition. No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law.

7.2 Seller's Representations. Seller represents and warrants to Buyer as follows:

(a) Seller's Authorization. Seller (a) is authorized to consummate this transaction and fulfill all of its obligations hereunder and under all other Closing Documents, and (b) has all necessary power to execute and deliver this Agreement and all other Closing Documents, and to
perform all of its obligations hereunder and thereunder. This Agreement and all other Closing Documents have been duly authorized by all requisite partnership action and are the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and all other Closing Documents to be executed by Seller, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Seller, or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound.

(b) **Other Seller's Representations.** To the knowledge of the Seller:

(i) As of the Contract Date, the only tenants of the Property are the tenants listed in the rent roll.

(ii) As of the Contract Date, Seller has not received written notice from any governmental authority of any violation of any law applicable to the Property.

(iii) No petition has been filed by or against Seller under the Federal Bankruptcy Code or any similar State or Federal law.

(iv) Seller has no actual knowledge of any adverse environmental conditions.

(v) Seller has not entered into any agreements in effect as of the Contract Date pursuant to which Seller has agreed to sell or dispose of all or any of its rights to acquire the Property (except for this Agreement).

### 7.3 General Provisions.

(a) **Breach of Seller's Representations prior to Closing.**

(i) If prior to the expiration of the Due Diligence Period, any Buyer's Representative obtains actual knowledge that any of Seller's representations are untrue, inaccurate or incorrect in any material respect, Buyer shall give Seller written notice thereof within three (3) business days of obtaining such knowledge (but, in any event, prior to the expiration of the Due Diligence Period). If prior to the expiration of the Due Diligence Period, Seller obtains actual knowledge that any of Seller's representations are untrue, inaccurate or incorrect in any material respect, Seller shall give Buyer written notice thereof within three (3) business days of obtaining such knowledge (but, in any event, prior to the expiration of the Due Diligence Period). In either such event, Seller shall have the right to cure such misrepresentation or breach and shall be entitled to a reasonable adjournment of the Closing (not to exceed forty-five (45) days) for the purpose of such cure. If Seller shall have failed to cure, or elects not to cure, such misrepresentation or breach as provided in this Section 8.3(a), Buyer shall have the right to elect, as its sole and exclusive remedy, to either (x) terminate this Agreement by written notice to Seller, promptly after which the Earnest Money
Deposit shall be returned to Buyer and thereafter neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it survives the termination of this Agreement, or (y) waive all rights and remedies that Buyer may have against Seller as a result of such failure to cure and proceed to close this transaction.

(ii) If any misrepresentation or breach of any of Seller's representations is first discovered by Buyer after the expiration of the Due Diligence Period but prior to Closing and Seller either does not elect or is not able to so cure any such misrepresentation or breach, then Buyer, as its sole remedies for any and all such misrepresentations or breaches, shall either (A) waive all rights and remedies that Buyer may have against Seller as a result of such misrepresentations or breaches and consummate this transaction without any reduction of or credit against the Purchase Price, or (B) terminate this Agreement by written notice given to Seller prior to the Closing Date, in which event this Agreement shall be terminated, the Earnest Money Deposit shall be returned to Buyer and, thereafter, neither party shall have any further rights or obligations hereunder except as provided in any section hereof that by its terms expressly provides that it survives any termination of this Agreement.

7.4 Survival; Limitation on Seller's Liability. Seller's representations shall survive the Closing and not be merged therein for a period of one (1) year and Seller shall only be liable to Buyer hereunder for a breach of a Seller representation with respect to which a claim is made by Buyer against Seller on or before the expiration of twelve (12) months after the date of the Closing. Notwithstanding the foregoing, however, if the Closing occurs, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity, under this Agreement or otherwise to make a claim against Seller for damages that Buyer may incur as the result of any of Seller's representations being untrue, inaccurate or incorrect if (a) Buyer knew or is deemed to know that such representation or warranty was untrue, inaccurate or incorrect at the time of the Closing, or (b) Buyer's damages as a result of such representations or warranties being untrue, inaccurate or incorrect are reasonably estimated to aggregate less than One Hundred Thousand and 00/100 Dollars ($100,000.00).

7.5 Releases, Waivers and Indemnities.

(a) Release and Waiver. Except as expressly provided hereinafter in this Section 7.5(a), Buyer, for Buyer and Buyer's successors and assigns, hereby releases Seller and each of the other Seller Parties from, and waives all claims and liability against Seller and each of the other Seller Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever attributable to the Property, to the extent arising or accruing on or after the Closing Date or to the extent attributable to events or circumstances which may occur on or after the Closing Date, including, without limitation, (A) all losses, costs, claims, liabilities, expenses, demands and obligations with respect to the structural, physical, or environmental condition of the Property; (B) all losses, costs, claims, liabilities, expenses, demands and obligations relating to the release of or the presence, discovery or removal of any Hazardous Materials in, at, about or under the Property, or for, connected with
or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any related claims or causes of action for environmental contamination at, in, about or under the Property; and (C) any tort claims made or brought with respect to the Property or the use or operation thereof. The release and waiver set forth in this Section 7.5(a) is not intended and shall not be construed to affect or impair any rights or remedies that Buyer may have against Seller as a result of a breach of any of Seller's representations.

(b) Assumptions and Indemnity. Buyer hereby (i) assumes and takes responsibility for all Assumed Obligations (as defined in Section 7.5(c) hereafter), and (ii) agrees to indemnify, defend, and hold Seller and each of the other Seller Parties free and harmless from and against any and all damages, losses, costs, claims, liabilities, expenses, demands and obligations, of any kind or nature whatsoever (including attorneys' fees and costs) with respect to the Assumed Obligations.

(c) Assumed Obligations. For purposes of this Agreement, "Assumed Obligations" shall mean any and all losses, costs, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever attributable to the Property, to the extent arising or accruing on or after the Closing Date or to the extent attributable to events or circumstances which may occur on or after the Closing Date, including, without limitation, (a) all losses, costs, claims, liabilities, expenses, demands and obligations with respect to the structural, physical, or environmental condition of the Property; (b) all losses, costs, claims, liabilities, expenses, demands and obligations relating to the release of or the presence, discovery or removal of any Hazardous Materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any related claims or causes of action for any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in, about or under the Property; and (c) any tort claims made or brought with respect to the Property or the use or operation thereof.

(d) Survival. Notwithstanding anything to the contrary herein, the provisions of this Section 7.5 shall survive the Closing and shall not be merged therein.

ARTICLE 8 - COVENANTS

8.1 Buyer's Covenants. Buyer hereby covenants as follows: Buyer shall indemnify, defend, and hold each of the Seller Parties free and harmless from and against any and all Liabilities (including reasonable attorneys' fees, expenses and disbursements) arising out of or resulting from the breach of the terms of Section 7.1, the entry onto the Property and/or the conduct of any Due Diligence by any Buyer's representatives at any time prior to the Closing;

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provided, however, that Buyer's obligations under this Section 8.1 shall not apply to the mere discovery of a pre-existing environmental or physical condition at the Property. The foregoing indemnity shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement and last for one (1) year.

8.2 Seller's Covenants. Seller hereby covenants that Seller shall indemnify, defend, and hold each of the Buyer Parties free and harmless from and against any and all Liabilities (including reasonable attorneys' fees, expenses and disbursements) arising out of or resulting from the breach of the terms of Section 7.2 at any time prior to the Closing. The foregoing indemnity shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement and last for one (1) year.

8.3 Mutual Covenants.

(a) Publicity. Seller and Buyer each hereby covenant and agree that (a) prior to the Closing neither Seller, Buyer nor any Seller Parties shall issue any Release (as hereinafter defined) with respect to this Agreement or this transaction without the prior consent of the other, except to the extent required by applicable law, and (b) after the Closing, any Release issued by either Seller, Seller Parties or Buyer shall be subject to the review and approval of both parties (which approval shall not be unreasonably withheld, conditioned or delayed), except to the extent required by applicable law. If Seller, Seller Parties or Buyer is required by applicable law to issue a Release, such party shall, at least two (2) business days prior to the issuance of the same, deliver a copy of the proposed Release to the other party for review. As used herein, the term "Release" shall mean any press release or public statement with respect to this transaction or this Agreement. Notwithstanding anything herein to the contrary, any reference to Seller in a Release, if any, shall refer to Seller only as “WCH Limited Partnership” without any specific reference to any individual person who is an owner of the Seller.

(b) Brokers. Seller and Buyer expressly acknowledge that neither party has used a broker with respect to this transaction and with respect to this Agreement. Each party agrees to hold the other party harmless and to indemnify the other party from and against any and all Liabilities (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by the other party as a result of any claims by any party claiming to have represented the indemnifying party as broker in connection with this transaction.

8.3 Survival. The provisions of this Article 8 shall survive the Closing (and not be merged therein) or earlier termination of this Agreement.

ARTICLE 9 - FAILURE OF CONDITIONS

9.1 To Seller's Obligations. If, on or before the Closing Date, (i) Buyer is in default of any of its obligations hereunder, or (ii) any of Buyer's representations or warranties are untrue in any material respect, or (iii) the Closing otherwise fails to occur by reason of Buyer's failure or refusal to perform its obligations hereunder in a prompt and timely manner, and any such circumstance described in any of clauses (i), (ii) or (iii) continues for five (5) business days after written notice from Seller to Buyer, which written notice shall detail such default, untruth or
failure, as applicable, then Seller may elect to (a) terminate this Agreement by written notice to Buyer, promptly after which the Earnest Money Deposit shall be paid to Seller as liquidated damages, and thereafter neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it survives the termination of this Agreement, or (b) waive the condition and proceed to close this transaction.

9.2 To Buyer's Obligations. If, at the Closing, (i) Seller is in default of any of its obligations hereunder, or (ii) any of Seller's representations are untrue in any material respect as a result of Seller's intentional misconduct or intentional breach of this Agreement, or (iii) the Closing otherwise fails to occur by reason of Seller's failure or refusal to perform its obligations hereunder in a prompt and timely manner, and any such circumstance described in any of clauses (i), (ii) or (iii) continues for five (5) business days after written notice from Buyer to Seller, which written notice shall detail such default, untruth or failure, as applicable, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Seller, promptly after which the Earnest Money Deposit shall be returned to Buyer and thereafter neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it survives the termination of this Agreement, or (b) waive the condition and proceed to close this transaction.

ARTICLE 10 - CONDEMNATION/CASUALTY

10.1 Right to Terminate. If, after the date hereof, (a) any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending taking which has not yet been consummated), or (b) any portion of the Property is damaged or destroyed (excluding routine wear and tear), Seller shall notify Buyer in writing of such fact promptly after obtaining knowledge thereof, and Buyer shall have the right to elect to terminate this Agreement. Subject to the immediately preceding sentence, the Closing Date shall be extended, if necessary, to provide sufficient time for Buyer to exercise such right. The failure by Buyer to so elect in writing to terminate this Agreement within such ten (10) business day period shall be deemed an election not to terminate this Agreement. If this Agreement is terminated pursuant to this Section 10.1, the Earnest Money Deposit shall be returned to Buyer and, thereafter, this Agreement shall terminate and neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any section herein which expressly provides that it shall survive the termination of this Agreement.

10.2 Allocation of Proceeds and Awards. If a condemnation or casualty occurs after the Contract Date and this Agreement is not terminated as permitted pursuant to the terms of Section 10.1, then this Agreement shall remain in full force and effect, Buyer shall acquire the remainder of the Property upon the terms and conditions set forth herein and at the Closing:

(a) if the awards or proceeds, as the case may be, have been paid to Seller prior to Closing, Buyer shall receive a credit at Closing equal to (i) the amount of any such award or proceeds on account of such condemnation or casualty related to the Property, plus (ii) if a casualty has occurred and such casualty is an insured casualty, an amount equal to Seller's
deductible with respect to such casualty, less (iii) an amount equal to the Seller-Allocated Amounts; and

(b) to the extent that such award or proceeds have not been paid to Seller prior to Closing, (i) if a casualty has occurred and such casualty is an insured casualty, Buyer shall receive a credit at Closing equal to Seller’s deductible with respect to such casualty, less an amount equal to the Seller-Allocated Amounts, and (ii) Seller shall assign to Buyer at the Closing (without recourse to Seller) the rights of Seller to, and Buyer shall be entitled to receive and retain, such awards or proceeds; provided, however, that within one (1) business day after receipt of such awards or proceeds, Buyer shall pay to Seller an amount equal to the Seller-Allocated Amounts not previously paid to Seller. The provisions of this Section 10.2 shall survive the Closing and shall not be merged therein.

10.3 Insurance. Seller shall maintain the property insurance coverage currently in effect for the Property, or comparable coverage, through the Closing Date.

10.4 Waiver. The provisions of this Article 10 supersedes the provisions of any applicable laws with respect to the subject matter of this Article 10.

ARTICLE 11 - ESCROW PROVISIONS

The Earnest Money Deposit and any other sums (including, without limitation, any interest earned thereon) which the parties agree shall be held in escrow (herein collectively called the "Escrow Deposits"), shall be held by the Escrow Agent, in trust, and disposed of only in accordance with the following provisions:

(a) The Escrow Agent shall invest the Escrow Deposits in government insured interest-bearing instruments satisfactory to Buyer, shall not commingle the Escrow Deposits with any funds of the Escrow Agent or others, and shall promptly provide Buyer and Seller with confirmation of the investments made.

(b) If the Closing occurs, the Escrow Agent shall deliver the Escrow Deposits to, or upon the instructions of, Seller on the Closing Date.

(c) If for any reason the Closing does not occur, the Escrow Agent shall deliver the Escrow Deposits to Seller or Buyer only upon receipt of a written demand therefor from such party, subject to the following provisions of this Subsection (c). If for any reason the Closing does not occur and either party makes a written demand upon the Escrow Agent for payment of the Escrow Deposits, the Escrow Agent shall give written notice to the other party of such demand. If the Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) days after the giving of such notice, the Escrow Agent is hereby authorized to make such payment. If the Escrow Agent does receive such written objection within such period, the Escrow Agent shall continue to hold such amount until otherwise directed by written instructions signed by Seller and Buyer or a final judgment of a court.
(d) The parties acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its negligent acts and for any Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller or Buyer resulting from the Escrow Agent's mistake of law respecting the Escrow Agent's scope or nature of its duties. Seller and Buyer shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of the Escrow Agent.

(e) The Escrow Agent has executed this Agreement in the place indicated on the signature page hereof in order to confirm that the Escrow Agent has received and shall hold the Escrow Deposits in escrow, and shall disburse the Escrow Deposits pursuant to the provisions of this Article 11.

The provisions of this Article 11 shall survive the Closing (and not be merged therein) or earlier termination of this Agreement.

ARTICLE 12 - LEASING MATTERS

12.1 New Leases; Lease Modifications. From and after the end of the Due Diligence Period, except as may be permitted by the terms of this Section 12.1, Seller shall not, without Buyer's prior written consent: (a) enter into a New Lease; (b) modify or amend any Lease (except pursuant to the exercise by a tenant of a renewal, extension or expansion option or other right contained in such tenant's Lease); or (c) consent to any assignment or sublease in connection with any Lease. Seller shall furnish Buyer with a written notice of the proposed transaction which shall contain information that Seller believes is reasonably necessary to enable Buyer to make informed decisions with respect to the advisability of the proposed transaction. If Buyer fails to object in writing to any such proposed transaction within three (3) business days after receipt of the aforementioned information, Buyer shall be deemed to have approved the proposed transaction. Buyer's consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, if any Lease requires that the landlord's consent be given under the applicable circumstances (or not be unreasonably withheld, conditioned or delayed), then Buyer shall be deemed ipso facto to have approved such action. Any notice from Buyer rejecting the proposed transaction shall include a description of the reasons for Buyer's rejection. Seller shall deliver to Buyer a true and complete copy of each such New Lease, renewal or extension agreement, modification, or amendment, as the case may be, promptly after the execution and delivery thereof to Seller.

12.2 Lease Enforcement. Notwithstanding any provision to the contrary herein, Buyer acknowledges and agrees that Seller shall have the right, but not the obligation to enforce the rights and remedies of the landlord under any Lease, by summary proceedings or otherwise (including, without limitation, the right to remove any tenant), and to apply all or any portion of
any security deposits then held by Seller toward any loss or damage incurred by Seller by reason of any defaults by tenants, and the exercise of any such rights or remedies shall not affect the obligations of Buyer under this Agreement in any manner or entitle Buyer to a reduction in, or credit or allowance against, the Purchase Price or give rise to any other claim on the part of Buyer.

**ARTICLE 13 - MISCELLANEOUS**

13.1 **Buyer's Assignment.** Buyer shall not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller, which consent Seller may grant or withhold in its sole and absolute discretion, and any such assignment shall be null and void ab initio. Notwithstanding the immediately preceding sentence, Buyer may assign this Agreement without the requirement of Seller’s consent to any entity either controlled by Buyer or for which Buyer is the managing member or general partner. In the event of any permitted assignment by Buyer, any assignee shall assume any and all obligations and liabilities of Buyer under this Agreement but, notwithstanding such assumption, Buyer shall continue to be liable hereunder.

13.2 **Survival/Merger.** Except for the provisions of this Agreement which are explicitly stated to survive the Closing, (a) none of the terms of this Agreement shall survive the Closing, and (b) the delivery of the Purchase Price, the Deed and the other Closing Documents and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Buyer and Seller to be performed hereunder.

13.3 **Integration; Waiver.** This Agreement embodies and constitutes the entire understanding between the parties with respect to this transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party hereto of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

13.4 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas, without regard to conflicts of laws principles.

13.5 **Captions Not Binding; Exhibit.** The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof. Any Exhibit attached hereto shall be incorporated by reference as if set out herein in full.

13.6 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
13.7 **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

13.8 **Notices.** Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date when received by facsimile (provided that the sender of such communication shall orally confirm receipt thereof by the appropriate parties and send a copy of such communication to the appropriate parties within one (1) business day of such facsimile) or when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally recognized overnight delivery service) or three (3) business days after being mailed by prepaid registered or certified mail, return receipt requested, to the address for each party set forth below. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

**IF TO BUYER:**

S ZANG, LP  
Banc of America Community Development Corporation  
901 Main Street  
Dallas, TX 75202  
Attention: Kathy Krickhahn  
Email: kathy.c.krickhahn@bofa.com

With copies to:  
MVAH Development LLC  
8506 Carrie Lane  
Rowlett, TX 75089  
Attention: Darren W. Smith  
Phone: 214.501.5618  
Fax: 214.501-5619  
Email: Darren.Smith@mvahpartners.com

Auxano Development, LLC  
8506 Carrie Lane  
Rowlett, TX 75089  
Attention: Darren W. Smith  
Phone: 214.501.5618  
Fax: 214.501-5619  
Email: Darren.Smith@mvahpartners.com

**IF TO SELLER:**
13.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

13.10 No Recordation. Seller and Buyer each agrees that neither this Agreement nor any memorandum or notice hereof shall be recorded and Buyer agrees (a) not to file any notice of pendency or other instrument (other than a judgment) against the Property or any portion thereof in connection herewith and (b) to indemnify Seller against all Liabilities (including reasonable attorneys' fees, expenses and disbursements) incurred by Seller by reason of the filing by Buyer of such notice of pendency or other instrument.

13.11 Additional Agreements; Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective this transaction; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or cost to such party.

13.12 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, any amendment or modification hereof or any of the Closing Documents.

13.13 Time of Essence. Time is of the essence with respect to this Agreement.

13.14 JURISDICTION. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER ("PROCEEDINGS") EACH PARTY IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN DALLAS COUNTY, TEXAS, AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.
13.15 **Saturday, Sunday or Legal Holiday.** If any date set forth in this Agreement for the performance of any obligation by Buyer or Seller or for the delivery of any instrument or notice should be on other than a Business Day, the compliance with such obligations or delivery shall be deemed acceptable on the next following Business Day.

13.16 **Facsimile Signatures.** Signatures to this Agreement transmitted by telecopy shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied signature and shall accept the telecopied signature of the other party to this Agreement.

13.17 **Acceptance.** This offer shall be effective until 5:00 p.m., Central Time, on January 7, 2019. If not accepted in writing by Seller and Buyer at or prior to said date and time, the offer herein contained shall be null and void and of no further force and effect.

[Remainder of Page Left Intentionally Blank]
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed to be effective as of the Contract Date.

SELLER:

WCH LIMITED PARTNERSHIP

By: Banc of America Community Development Corporation, its general partner

By: Kathy Krickhahn, Senior Vice President

BUYER:

S ZANG, LP

By: S Zang GP, LLC, its general partner

By: Banc of America Community Development Corporation, its manager

By: Kathy Krickhahn, Senior Vice President
AGREEMENT OF ESCROW AGENT

The undersigned has executed this Agreement solely to confirm its agreement to (a) hold the Escrow Deposits in escrow in accordance with the provisions hereof and (b) comply with the provisions of Article 11. We hereby confirm that the Earnest Money in the form of a $1,000.00 check or wire transfer has been received.

In witness whereof, the undersigned has executed this Agreement as of the 31st day of December, 2019 (the “Contract Date”).

REPUBLIC TITLE OF TEXAS, INC.

By: 
Name: Lorri Henson
Title: Senior Vice President
LEGAL DESCRIPTION

BEING an 8.885 acre tract or parcel of land situated in the John W. Wright Survey, Abstract No. 1551, City of Dallas, Dallas County, Texas, said tract being a portion of that certain Block 59/3, Eighth Section of Wynnewood (hereinafter referred to as Block 5973), an addition to the Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 12, Page 78-A, B and C, Map Records, Dallas County, Texas (M.R.D.C.T.); said tract being a portion of that certain tract of land described in Special Warranty Deed to WCH Limited Partnership, as recorded in Volume 93237, Page 5104, Deed Records, Dallas County, Texas (D.R.D.C.T.); said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "GBEG INC R" cap found in the westerly right-of-way line of S. Zang Boulevard (a 125' wide public right-of-way), as recorded in Volume 2173, Page 264, D.R.D.C.T. and the easterly line of said Block 5973; said point being the southeast corner of Lot 1, Block H/5073, Wynnewood Zang Addition Phase One, an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Instrument No. 201400134243, Official Public Records, Dallas County, Texas, (O.P.R.D.C.T) and the beginning of a non-tangent curve to the left;

THENCE in a southerly direction along said westerly right-of-way line of S. Zang Boulevard, the said easterly line Block 5973, and said curve to the left having a radius of 3,882.22 feet, a central angle of 15 degrees 53 minutes 18 seconds, a chord bearing and distance of South 14 degrees 42 minutes 40 seconds West 1,073.10 feet, and an arc distance of 1,078.55 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

THENCE North 82 degrees 45 minutes 28 seconds West, departing the said westerly right-of-way line of S. Zang Boulevard and over and across said Block 5973, a distance of 292.32 feet to a 5/8-inch iron rod with "BGE" cap set in the easterly right-of-way line of Pratt Street (a 50' wide public right-of-way), as recorded in Volume 12, Page 78-A, B and C, M.R.D.C.T. and the westerly line of said Block 5973; said point being the beginning of a non-tangent curve to the right;

THENCE in a northerly direction with the said easterly right-of-way line of Pratt Street and the said westerly line of Block 59/3, the following courses and distances:

With said non-tangent curve to the right having a radius of 700.94 feet, a central angle of 20 degrees 37 minutes 03 seconds, a chord bearing and distance of North 03 degrees 56 minutes 01 seconds West, 250.87 feet; and an arc distance of 252.33 feet to a 5/8-inch iron rod with "BGE" cap set for corner;

North 00 degrees 40 minutes 30 seconds East, a distance of 15.10 feet to a 5/8-inch iron rod with "BGE" cap set at the beginning of a tangent curve to the right;

With said tangent curve to the right having a radius of 1,886.07 feet, a central angle of 00 degrees 54 minutes 44 seconds, a chord bearing and distance of North 10 degrees 10 minutes 55 seconds East, 227.28 feet; and an arc distance of 227.42 feet to a nail in concrete found for corner;

North 13 degrees 38 minutes 17 seconds East, a distance of 3.30 feet to a 1/2-inch iron rod found for the beginning of a tangent curve to the right;

With said tangent curve to the right having a radius of 3,249.04 feet, a central angle of 11 degrees 45 minutes 24 seconds, a chord bearing and distance of North 19 degrees 30 minutes 59 seconds East, 665.51 feet; and an arc distance of 666.88 feet to a 1/2-inch iron rod with "PIBURN PARTNERS" cap found for corner;

North 25 degrees 23 minutes 32 seconds East, a distance of 27.25 feet to a 5/8-inch iron rod with illegible cap found for the southwest corner of said Lot 1;

THENCE South 64 degrees 36 minutes 19 seconds East, departing the said easterly right-of-way line of Pratt Street and the said westerly line with the common line between the South line of said Lot 1 and the remaining portion of said Block 5973, a distance of 333.68 feet to the POINT OF BEGINNING, and containing 387.050 square feet or 8.885 acres of land, more or less.
IDENTITY OF INTEREST

An apartment complex located on approximately 48 acres was initially conveyed by the U.S. Department of Housing and Urban Development ("HUD") to Dallas City Homes, Inc. ("DCH") on October 13, 1993 for $1. DCH is a non-profit organization that subsequently applied for and was awarded 9% Housing Tax Credits for the rehabilitation of the project into the Parks at Wynnewood (the "Parks"), in 1993 and 1995. Two months after DCH’s acquisition, on December 8, 1993, DCH conveyed the Parks property to WCH Limited Partnership ("WCH"), a single purpose limited partnership controlled by DCH to facilitate the rehabilitation of Parks using Housing Tax Credits, for nominal consideration of $10. S Zang, LP (the “Applicant”) plans to purchase 8.885 acres of the remaining Parks property (including 21 buildings located thereon) from WCH pursuant to a Purchase and Sale Agreement. Upon acquisition, Applicant will demolish the 21 buildings and develop 120 units of new construction with Housing Tax Credits. Banc of America Community Development Corporation ("BACDC") is a co-developer and manager and 24.5% member of the Applicant’s general partner. BACDC is also a general partner of WCH, rendering the proposed sale an identity of interest transaction.

The Parks is being redeveloped in phases through a series of LIHTC projects. In 2010, the first phase was applied for and the applicant provided evidence establishing a purchase price of $11,500,000 for the Parks, resulting in a prorated price per acre equal to: $11,500,000 / 48.4077 acres = $237,565.51 per acre. REA used this price per acre in establishing the purchase price of Wynnewood Seniors Housing (TDHCA #11003/10004). In #13234, Wynnewood Family Housing (aka “HighPoint Family Housing” and being Phase II of the redevelopment of the Parks) received Housing Tax Credits for 3.982 acres which were valued at approximately $945,985.86.

Due to the identity of interest transaction and pursuant to REA’s rules for such transactions, the cost for underwriting purposes is limited to the lesser of the as-is value or the Applicant’s actual cost prorated by acre. For the subject acquisition, this prorated price per acre calculation is as follows: $237,565.51 per acre x 8.885 acres = $2,110,769.55. Pursuant to the appraisal report rendered by Ryan, Hartmann, Friedel Company (see tab 47), the as-is appraised value is $2,215,000. Pursuant to the Purchase and Sale Agreement between WCH, as seller, and the Applicant, as purchaser, WCH will sell the 8.885 acre portion of the Parks (including improvements thereon) to the Applicant for $1,000,000 for the land, and no value for the improvements (which are to be demolished), in an effort to assist the proposed project’s budget.

Enclosed is the Seller’s Settlement Statement from the 1993 acquisition by DCH, as well as the vesting deeds to DCH and WCH. Also enclosed is documentation, including TDHCA staff notes and excerpts from REA reports, relating to the initial establishment of the appraised value and prorated value per acre from the prior Housing Tax Credit applications for other portions of the 48-acre Parks property.
Southwest Land Title Co.
SELLER'S STATEMENT

DATE: December 31, 1992

SALE FROM: Secretary of Housing & Urban Development
PROPERTY: Wynnewood Apartments, Dallas, Texas
TO: Dallas City Homes, Inc.

SALE PRICE: $1.00

REIMBURSEMENTS/ CREDITS
Hazard Insurance $ 
Flood Insurance $ 
Maintenance Charge $ 
Tax Proceed from 
Escrowed accounts with Lender purchased by Purchaser $ 
TOTAL REIMBURSEMENTS/CREDITS $0

LESS: CHARGES AND DEDUCTIONS:
Down Payment or Earnest Money $ 
Commission to $ 
Filing fees to County Clerk Rel. Warranty Decree Aff. $ 
Other $ 
Loan Charges and Fees Due to $ 
Discount Fee $ 
Fee to SOUTHWEST LAND TITLE CO $ 
Title Policy: Owner $ 
Mortgagee $ 
Escrow and Restrictions $ 
Copies $ 
Survey fee to $ 
Attorney's fees for preparation of papers to $ 
Maintenance Charges $ 
State and County Taxes for $ 
City and School Taxes for $ 
Note, Assumed or Paid $ 
Interest from $ 
Tax retroactive from $ 
Rent Proceed from $ 
Post Inspection Fee $ 
Note returned to Seller $ 
TOTAL CHARGES AND DEDUCTIONS $0

NET AMOUNT DUE TO SELLER $1.00

seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement.

SOUTHWEST LAND TITLE CO. is authorized to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds if applicable, in the amount shown above and receipt of a copy of this Statement.

SOUTHWEST LAND TITLE CO.

BY: LARRY MONTGOMERY
ACTING DIRECTOR, OFFICE OF HOUSING

ADDRESS: Fort Worth Regional Office

*Note: Interest on existing items is figured to the date indicated. If not paid by the closing date, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.
Southwest Land Title Co.

PURCHASER'S STATEMENT

DATE: 12-21-62

SALE FROM: HUD TO: Dallas City Neighborhood

PROPERTY

PURCHASE PRICE $1,000

PLUS: CHARGES
Filing fees to County Clerk $C
Other:
Loan charges and fees due to
Credit
Debit
Realtor
Photos
Loan transfer fee or assumption fee

FEES TO SOUTHWEST LAND TITLE CO.
Title Policy: Owner, Mortgagor, Binder
Escrow, Restrictions
Copies
Certificates & County
Survey fee to
Attorney's fees for preparation of papers

Flood insurance premium to
Hazard insurance premium to
Tax and insurance escrowed with

Interest from

Proration of hazard insurance from
Proration of flood insurance from
Maintenance charge proration from
Tax proration from

Escrowed accounts with lender purchased from Seller

TOTAL CHARGES $0

GROSS AMOUNT DUE BY PURCHASER $1,000

LESS: CREDITS
Down payment or earnest money paid to
Loan from Note assumed Interest proration from

Tax proration from
Rent proration from
Other Credit

TOTAL CREDITS $0

BALANCE DUE BY PURCHASER $1,000

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Purchaser understands that tax and insurance premiums and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes SOUTHWEST LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

SIGNED

CLOSING OR ESCROW AGENT

ADDRESS
Southwest Land Title Co.  
SELLER'S STATEMENT  

DATE: 12-31-47  
GF NO.: D-321159  

SALE FROM: M. J.  
TO: DALLAS CITY LAND CO.  

PROPERTY: IMPROVED  

SALE PRICE: $1,000  

REIMBURSEMENTS/CREDITS  
Provisions:  
- Hazard Insurance  
- Flood Insurance  
- Maintenance Charge  
- Tax Proration from to  
- Escrow accounts with Lender purchased by Purchaser  

TOTAL REIMBURSEMENTS/CREDITS: $-0-  

LESS: CHARGES AND DEDUCTIONS:  
- Down payment or earnest money  
- Commission to  
- Filing fees to County Clerk/Rel./Warrantee/Aff.  
- Other  
- Loan Charges and Fees Due to  
  - Discount Fee  
- Fees to SOUTHWEST LAND TITLE CO.  
  - Title Policy: Owner, Mortgage, Reinsurer  
  - Escrow  
  - Restrictions  
- Tax Certificates: County, City & School, Other  
- Survey fee to  
- Attorney's fees for preparation of papers to  
- Maintenance Charges  
- State and County Taxes for  
- City and School taxes for  
- Note, Assumed or Paid  
- Interest from to  
- Tax proration from to  
- Rest proration from  
- Pest inspection fee to  
- Note returned by Seller: 100D  

GROSS AMOUNT DUE TO SELLER: $1,000  

NET AMOUNT DUE TO SELLER: $1,000  

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. 

The undersigned hereby authorizes SOUTHWEST LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

Closing or Escrow Agent:  
Address:  

Note: Interest on existing items is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the titleholder.
THIS AMENDED AND RESTATED SPECIAL WARRANTY DEED AMENDS, RESTATES, REPLACES AND SUPERSEDES IN ITS ENTIRETY THAT CERTAIN SPECIAL WARRANTY DEED EXECUTED ON DECEMBER 31, 1992, FILED WITH THE COUNTY CLERK OF DALLAS COUNTY, TEXAS AT 4:03 P.M. ON DECEMBER 31, 1992, AND RECORDED ON JANUARY 4, 1993 IN VOLUME 93001, PAGE 0649 OF THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS

<table>
<thead>
<tr>
<th>Project No.</th>
<th>112-10504</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wynnewood Apartments</td>
<td>Dallas, Texas</td>
</tr>
</tbody>
</table>

DEED $57.00

STATE OF TEXAS $|

COUNTY OF DALLAS $|

TOTAL $57.00

A001 3727 0000000 2855 3:55PM 10/13/93

AMENDED AND RESTATED SPECIAL WARRANTY DEED

THAT, Henry G. Cisneros, Secretary of Housing and Urban Development, of Washington, D.C. (hereinafter referred to as "Grantor" or as "HUD"), for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, to him in hand paid, the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto Dallas City Homes, Inc. (hereinafter referred to as "Grantee"), all of the following real property and other property (collectively referred to as the "Property") situate in the City of Dallas, County of Dallas, State of Texas:

1. the real property (the "Land") more particularly described on the attached Exhibit "A," and being the same property acquired by Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667); and

2. any and all buildings, landscaping, lighting, fixtures, personal property and all other improvements of any nature located on the Land;

TOGETHER WITH all and singular the rights and appurtenances thereunto in anywise belonging to the Property.

TO HAVE AND TO HOLD the Property unto the said Grantee, its successors and assigns forever.

GRANTOR hereby binds himself, his successors and assigns, to WARRANT and forever DEFEND, with the exceptions stated below, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to

93199 4593
claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

SUBJECT to and as AFFECTED by, however, (i) all covenants, easements, restrictions, reservations, conditions and other rights described on Exhibit "B" attached hereto, (ii) any state of facts which an accurate survey would show, and (iii) the following covenants, agreements, restrictions and reservations:

ARTICLE 1.

Additional Definitions

In addition to the terms previously defined above, the following terms for purposes of this Special Warranty Deed shall have the meanings hereinafter specified:

(a) "Appraisal" shall mean a written estimate of value of the Property prepared by an independent and impartial M.A.I. appraiser, which appraiser (i) shall be mutually acceptable to HUD and to the Lienholders (either one or more) obtaining the appraisal, and (ii) at the time of the Appraisal, shall receive no more than ten percent (10%) of his appraisal income from the party requesting the Appraisal.

(b) "Certificate" shall have the meaning set forth in Section 2.1 herein.

(c) "Effective date of this Special Warranty Deed" shall mean December 31, 1992.

(d) "Eligible Families" shall mean families, elderly or handicapped individuals with adjusted gross income at or below eighty percent (80%) of the median income for the geographic area in which the Property is located, as announced or published by HUD from time to time (and Grantor hereby acknowledges that as of the date of this Special Warranty Deed such area is Dallas County, Texas).

(e) "First Lien" shall mean the first priority lien and/or security interest hereafter encumbering the Property and securing that promissory note dated December 31, 1992, payable to the order of NationsBank of Texas, N.A., in the original stated principal amount of $4,000,000.00, together with any and all refinancings, increases, renewals, extensions and/or modifications thereof; and "First Lienholder" shall mean any holder or beneficiary of the First Lien (or any refinancing thereof).
(f) "First Sale" shall mean the first and initial arms-length Sale of the Property and shall expressly exclude (i) a contribution by Grantee of the Property to the Partnership, (ii) a Foreclosure, (iii) any First Sale Following Foreclosure, and (iv) any Sale subsequent to any such First Sale.

(g) "First Sale Following Foreclosure" shall mean the first (1st) and initial arms-length Sale of the Property subsequent to the conduct of any Foreclosure of the Property, and shall expressly exclude (i) any Foreclosure, and (ii) any Sale subsequent to any such First Sale Following Foreclosure.

(h) "Foreclosure" shall mean any foreclosure sale (either non-judicial or judicial) with respect to the Property under the First Lien, the Second Lien, the Third Lien or the Fourth Lien, or any transfer in lieu of any such foreclosure sale.

(i) "Foreclosure Owner" shall mean any party who acquires title to the Property pursuant to a foreclosure.

(j) "Foreclosure Purchaser" shall mean any grantee or transferee (including, without limitation, any of the Lienholders) acquiring title to the Property pursuant to a Foreclosure.

(k) "Fourth Lien" shall mean the fourth priority lien and/or security interest hereafter encumbering the Property and securing the promissory note dated December 31, 1992 payable to the order of Grantor in the original stated principal amount of $500,000.00, together with any and all renewals, extensions and/or modifications thereof which do not increase the unpaid principal balance thereof; and "Fourth Lienholder" shall mean any holder or beneficiary of the Fourth Lien (or any refinancing thereof).

(l) "HAP" shall mean the Housing Assistance Payment Contract issued under Section 8 of the United States Housing Act of 1937 (42 USC §1437f) with respect to the Property.

(m) "Lienholders" shall mean the First Lienholder, the Second Lienholder, the Third Lienholder and the Fourth Lienholder.

(n) "Partnership" shall mean a limited or general partnership in which Grantee is a partner or in which any subsidiary or affiliate of Grantee is a partner.
(o) "Proposed First Sale Following Foreclosure Notice" shall have the meaning set forth in Section 6.1 herein.

(p) "Proposed First Sale Notice" shall have the meaning set forth in Section 6.2 herein.

(q) "Rehabilitation Plan" shall have the meaning set forth in Section 5.1(b)(v) herein.

(r) "Required Returns to be Paid to Investor Sources" shall mean the return of and the required return on all equity contributions of any partners in the Partnership.

(s) "Resident Initiatives Coordinator" and "RIPC" shall have the meaning set forth in Section 5.1(a) herein.

(t) "Resident Initiatives Development Plan" shall have the meaning set forth in Section 5.1 herein.

(u) "Resident Initiative Operation Plan" and "RIO Plan" shall have the meaning set forth in Section 5.2 herein.

(v) "Residents Association" shall mean the voluntary association recognized by Grantee, composed of and formed by the residents of the Property.

(w) "Sale" shall mean any arms-length sale, assignment, transfer or conveyance of the Property (other than a Foreclosure) to an Unaffiliated Party.

(x) "Second Lien" shall mean the second priority lien and/or security interest hereafter encumbering the Property and securing (i) the cumulative equity participation interests of Second Lienholder now or hereafter in the Property and (ii) that promissory note dated December 31, 1992, payable to the order of NationsBank Community Development Corporation in the original stated principal amount of $1,500,000.00, together with any and all refinancings, increases, renewals, extensions and/or modifications thereof; and "Second Lienholder" shall mean any holder or beneficiary of the Second Lien (or any refinancing thereof).

(y) "Section 8" shall mean Section 8 of the United States Housing Act of 1937 (42 USC §1437f), as amended.

(z) "Third Lien" shall mean the third priority lien and/or security interest encumbering the Property and securing a promissory note payable to the order of the City of Dallas in the original stated principal amount of
$1,080,000.00, together with any and all refinancings, renewals, extensions and/or modifications thereof; and "Third Lienholder" shall mean any holder or beneficiary of the Third Lien (or any refinancing thereof).

(aa) "Unaffiliated Party" shall mean a party who is not a (a) shareholder, general partner or limited partner of Grantee; (b) legal representatives of any party referred to in the preceding clause (a); (c) trustee for the benefit of any party referred to in the preceding clauses (a) and (b); (d) corporation, joint venture, partnership or other business entity of which fifty percent (50%) or more of the voting interests is owned by any one or more of the parties referred to in the preceding clauses (a) through (c); (e) corporation, joint venture, partnership or other business entity which owns fifty percent (50%) or more of the voting equity securities or voting common stock of any general partner or limited partner of Grantee; or (f) the officers, directors and employees of any corporation, joint venture, partnership or other business entity referred to in the preceding clauses (a) through (e); and such phrase shall expressly exclude the Partnership.

(bb) "Voucher" shall have the meaning set forth in Section 2.1 herein.

ARTICLE 2.

Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders

2.1 In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, Grantee shall not refuse unreasonably to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy because any resident or applicant is the holder of a Certificate of Family Participation ("Certificate") or a Voucher ("Voucher") under Section 8 (or any successor legislation). This provision is limited in its application, for residents or applicants with a Certificate, Voucher or equivalent pursuant to successor legislation, to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by Grantor.

2.2 The terms and provisions of this Article 2 shall run with the Land and shall bind Grantee, its successors, assigns and purchasers for value, for a period of thirty (30) years from the effective date of this Special Warranty Deed.
2.3 In the event of a breach or a threatened breach of any of the terms and provisions of this Article 2, then Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of this Article 2 and to enjoin any acts which are violative of this Article 2. For the purposes of this Article 2, "third-party beneficiaries" shall be any person who holds a Certificate, a Voucher or equivalent document pursuant to successor legislation.

ARTICLE 3.

Use Restriction

3.1 In order to comply with 12 USC §1701z-11, Grantee covenants that all of the dwelling units on the Property will be maintained with rents qualifying as rental housing for Eligible Families.

3.2 Qualifying residents occupying units to be assisted under the HAP shall not pay more in rent and utilities than they would if their units were assisted under 24 CFR Part 886, Subpart C. This provision shall remain effective if assistance under 24 CFR Part 886, Subpart C never commences or commences and terminates prior to the completion of the term of the HAP. This provision shall not require Grantee to evict or otherwise remove from occupancy any resident who is not an Eligible Family and who resides on the Property as of the date of this Special Warranty Deed.

3.3 The terms and provisions of this Article 3 shall run with the Land and shall bind Grantee, its successors, assigns and purchasers for value, for a period of thirty (30) years from the effective date of this Special Warranty Deed.

3.4 In the event of a breach or a threatened breach of any of the terms and provisions of this Article 3, then Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of this Article 3 and to enjoin any acts which are violative of this Article 3. For the purposes of this Article 3, "third-party beneficiaries" shall be any person who holds a Certificate, a Voucher or equivalent document pursuant to successor legislation.

ARTICLE 4.

Section 8 Unit Maintenance (Project Based Subsidy)

4.1 In order to assure compliance with 12 USC §1701z-11, Grantor will provide housing assistance under Section 8 for the Property. During the term of the HAP, Grantee shall maintain all...
4.2 The terms and provisions of this Article 4 shall run with the Land and shall bind Grantee, its successors, assigns and purchasers for value, for a period of fifteen (15) years from the effective date of this Special Warranty Deed; provided, however, in any event the terms and provisions of this Article 4 shall terminate upon the earlier of (i) the expiration or termination of the HAP or (ii) the written election of any Foreclosure Purchaser following a Foreclosure of the Property.

4.3 In the event of a breach or a threatened breach of any of the terms and provisions of this Article 4, then Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of this Article 4 and to enjoin any acts which are violative of this Article 4. For the purposes of this Article 4, "third-party beneficiaries" shall be any person who holds a Certificate, a Voucher or equivalent document pursuant to successor legislation.

ARTICLE 5.

Resident Initiative Requirements

5.1 Grantee shall comply with the following terms (the "Resident Initiatives Development Plan"):  

(a) Subject to the terms and provisions of Section 5.1(b) below, Grantee must have a local principal representative ("Resident Initiatives Coordinator" or "RIPC") to administer the daily tenant activities concerning the Property.

(b) Grantee shall take the following actions:

(i) Provide a training program available to residents which would prepare residents to assume all responsibilities of management and to administer a professional property management contract, including financing, budgeting, physical maintenance, purchasing, compliance with relevant HUD regulations, and operating a resident management housing corporation;

(ii) Establish and actively involve and consult (on a non-binding basis) with the
Residents Association in decisions on matters including, but not limited to:

-- Project management;
-- Social/support services;
-- Security;
-- Recreational activities; and
-- Anti-drug activities;

(iii) Within ninety (90) days after this Special Warranty Deed, retain an individual, on a full-time basis, at project expense, with the experience/qualifications for the position of RIPC who will work closely with the Residents Association in developing and implementing a RIO Plan;

(iv) After the effective date of this Special Warranty Deed, submit annually an RIO Plan which includes quarterly training milestones and an estimate of the cost of achieving each milestone;

(v) Provide at no cost on-site office space for the RIPC as well as the basic equipment, supplies, and services needed to support the Residents Initiatives Development Plan. (Note: project funding for this position and activities will be in the amount of not less than $160,000 [One Hundred Sixty Thousand Dollars] annually and will be paid from project rents, or provided for by services to the tenants; provided, however, that such amount shall not be required to be deposited until the rehabilitation of improvements located on the Property is completed pursuant to a plan acceptable to Grantor and Grantee [the "Rehabilitation Plan"], and provided further that as each unit of the rehabilitated improvements is completed and occupied, such amount shall then be due but only on a prorated basis based upon both the total number of units completed and occupied and the number of remaining days in the calendar year in which the unit is both completed and occupied. While not limited to this
amount, the amount may be increased yearly by the authorized annual adjustment factor for Section 8 project rental increases; provided, however, any such increase shall not exceed the comparable increase in rental income from Property);

(vi) Cause the RIPC to meet personally with the Residents Association at least monthly during the period in which Grantee retains ownership of the Property;

(vii) Assure that Grantee and/or RIPC attends meetings, designated by the Residents Association at least monthly, to provide information and report on project-related matters affecting the project's residents (e.g., annual budget, major expenditures, status of maintenance/repair program);

(viii) Solicit input (on a non-binding basis) from the Residents Association with respect to new policies and programs related to the Residents Association's concerns and matters impacting project residents; and

(ix) Until the termination or expiration of the HAP, permit Grantor use of upstairs offices located in Building 1910 of the Property to provide training to residents of the project or other projects or other purposes at no cost.

5.2 In addition, Grantee shall comply with the following terms and provisions (the "Resident Initiative Operating Plan" or "RIO Plan"):

(a) The Resident Initiative Operating Plan shall include, but not necessarily be limited to, the following initiatives:

(i) Conducting a survey of the resident population to develop a resident profile designed to assess residents needs, special skills, potential for residents business ventures, etc., as well as family composition as a basis for planning and prioritizing special emphasis efforts (i.e., playground, tutoring and after school programs);
(ii) Establishment of a residence watch/patrol program for each building to address vandalism, security and drug-related programs;

(iii) Resident involvement in the identification and resolution of problems related to maintenance and occupancy;

(iv) Identification and coordination of supportive social services and resources available through community, civic and public organizations for the creation of a resident referral service; and

(v) Establishment of a resident program with nominal membership fees. (Examples of a program would include a day care center, neighborhood consignment shop, and other support services/commodities, such as tax return preparation, bike repair, food specialties, etc., depending on resident needs, skills and vocations).

(b) Reporting requirements - A report must be provided to Grantor at least quarterly with respect to progress made toward accomplishing the established goals. A quarterly financial accounting reporting on expenditures under the RIO Plan must be provided. Copies must be provided to the Residents Association.

5.3 With a minimum of thirty (30) days notice, Grantee shall allow the Residents Association input (on a non-binding basis) in the following:

(a) Proposals to convert utility arrangement; and

(b) Major capital improvements impacting on residences.

5.4 The terms and provisions of this Article 5 shall run with the Land and shall bind Grantee, its successors, assigns and purchasers for value, for a period of thirty (30) years from the effective date of this Special Warranty Deed; provided, however, (i) in addition to any other remedy and subject to the rights of the Lienholders, Grantor and his successors in office shall be entitled to enter and terminate the estate hereby granted and conveyed if Grantee fails to comply with the Resident Initiatives Development Plan and the Rehabilitation Plan (subject to the qualifications set forth in this Section 5.4), and (ii) in any event the terms and provisions of this Article 5 shall terminate in the event of a Foreclosure. Prior to any such entry and termination by Grantor and his successors in office pursuant to
this Section 5.4, Grantor shall furnish Grantee and Lienholders with written notice thereof and thirty (30) days to commence (at their respective sole option, and without obligation to do so) curative action to cure such failure (which curative action may include, without limitation, the giving of notices with respect to the conduct of a non-judicial foreclosure).

5.5 In the event of a breach or a threatened breach of any of the terms and provisions of this Article 5, then Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of this Article 5 and to enjoin any acts which are violative of this Article 5. For the purposes of this Article 5, "third-party beneficiaries" shall be any person who holds a Certificate, a Voucher or equivalent document pursuant to successor legislation.

ARTICLE 6.

Equity Participation

6.1 Grantee shall not enter into any First Sale unless and until the terms and provisions thereof have been approved (or deemed approved) by Grantor pursuant to the terms and provisions of this Article 6. Grantor hereby expressly approves of a contribution (if any) of the Property by Grantee to the Partnership, and acknowledges that such conveyance shall not constitute a Sale hereunder.

6.2 Upon Grantor receiving notice (the "Proposed First Sale Notice") pursuant to Section 10.1 below of a proposed First Sale and its terms and provisions (including a copy of the proposed contract of sale, the Appraisal, a properly executed certification by the parties thereto that such contract is an arms-length transaction and information demonstrating the ability of the proposed purchaser to retain professional property managers or to professionally manage the Property directly and without third-party assistance), Grantor shall either approve or reject the proposed First Sale in writing within thirty (30) days from delivery of the Proposed First Sale Notice. Grantor shall have the right to reject the proposed First Sale by written notice thereof by Grantor to Grantee based solely upon its reasonable determination of any of the following matters:

(i) the proposed sale is not an arms-length transaction;

(ii) the proposed purchaser has not demonstrated the ability to retain or itself is not an experienced professional property manager;

(iii) the proposed purchaser is listed on the "Limited Denials of Participation" list maintained by HUD;
(iv) the proposed purchaser is listed on the "Parties Excluded from Federal Procurement or Non-procurement Programs" list maintained by HUD; or

(v) the proposed contract of sale is for a gross sales price of less than ninety-three percent (93%) of the appraised value of the Property set forth in an Appraisal of the Property dated no more than one (1) year prior to the date of the applicable Proposed First Sale Notice and furnished to Grantor by Grantee with the Proposed First Sale Notice (or set forth in any other Appraisal of the Property procured by Grantor and dated within one (1) year of the date of the Proposed First Sale Notice); or

(vi) the proposed purchaser has not demonstrated the ability to retain or itself furnish the programs or services described in Article 5 above.

Any such written notice of rejection shall specify which of the matters in the preceding sentence is not satisfied and constitutes the basis for any such rejection. The failure of Grantor to furnish such written notice of rejection within such thirty (30) day period shall be deemed as the approval by Grantor of such proposed First Sale.

6.3 In the event of a First Sale, the proceeds therefrom shall be applied in the following order and priority:

(a) First, to the reasonable costs and expenses incurred by Grantee with regard to the First Sale;

(b) Second, to the satisfaction of all indebtedness to the Lienholders in the order of their respective lien priority under the First Lien, the Second Lien (including the cumulative equity participation thereunder), the Third Lien and the Fourth Lien;

(c) Third, to pay the Required Returns to be Paid to Investor Sources;

(d) Fourth, to pay all costs and expenses paid by Grantee with regard to the renovation and rehabilitation of the Property (other than routine maintenance and repairs) which have not been satisfied under Sections 6.3(a), (b) or (c) above; and

(e) With the remaining balance of First Sale proceeds to be assigned to Grantor in the following amount:
(i) If the First Sale closes and funds are transferred between the effective date of this Special Warranty Deed and fifteen (15) years from the effective date of this Special Warranty Deed, one hundred percent (100%); 

(ii) If the First Sale closes and funds are transferred between sixteen and twenty (16-20) years from the effective date of this Special Warranty Deed, seventy-five percent (75%); and 

(iii) If the First Sale closes and funds are transferred between twenty-one and thirty (21-30) years from the effective date of this Special Warranty Deed, fifty percent (50%).

Any and all excess First Sale proceeds over and above proceeds due Grantor under this Section 6.3 shall be retained by Grantee.

6.4 In the event of any Foreclosure of the Property, the terms and provisions of this Section 6.4 shall apply.

(a) Grantor acknowledges and agrees that a Foreclosure shall not constitute a Sale under this Article 6.

(b) Notwithstanding anything in this Special Warranty Deed to the contrary, Grantor, its successors and assigns, acknowledges and agrees that (i) upon the funding of any part of the indebtedness evidenced and secured by any of the First Lien, the Second Lien or the Third Lien and a subsequent default under any of the same, and (ii) the failure of Grantee or Grantor to cure any such default within ten (10) days after the delivery of written notice by the holder thereof to cure the default, then thereafter a Foreclosure of the Property may occur under the applicable First Lien, Second Lien and/or Third Lien due to such default, and such Foreclosure shall extinguish and terminate the terms and provisions of Sections 6.1 through 6.3 above.

(c) A Foreclosure Owner shall not enter into any First Sale Following Foreclosure unless and until the terms and provisions thereof have been approved (or deemed approved) by Grantor pursuant to the terms and provisions of this Section 6.4.
Upon Grantor receiving notice (the "Proposed First Sale Following Foreclosure Notice") pursuant to Section 10.1 below of a proposed First Sale Following Foreclosure and its terms and provisions (including a copy of the proposed contract of sale, the Appraisal, a properly executed certification by the parties thereto that such contract is an arms-length transaction and information demonstrating the ability of the proposed purchaser to retain professional property managers or to professionally manage the Property directly and without third-party assistance), Grantor shall either approve or reject the proposed First Sale Following Foreclosure in writing within thirty (30) days from delivery of the Proposed First Sale Following Foreclosure Notice. Grantor shall have the right to reject the proposed First Sale Following Foreclosure by written notice thereof by Grantor to the Foreclosure Owner based solely upon its reasonable determination of any of the following matters:

(i) the proposed sale is not an arms-length transaction;

(ii) the proposed purchaser has not demonstrated the ability to retain or itself is not an experienced professional property manager;

(iii) the proposed purchaser is listed on the "Limited Denials of Participation" list maintained by HUD;

(iv) the proposed purchaser is listed on the "Parties Excluded from Federal Procurement or Non-procurement Programs" list maintained by HUD; or

(v) the proposed contract of sale is for a gross sales price of less than ninety-three percent (93%) of the appraised value of the Property set forth in an Appraisal of the Property dated no more than one (1) year prior to the date of the applicable Proposed First Sale Following Foreclosure Notice and furnished to Grantor by the Foreclosure Owner with the Proposed First Sale Following Foreclosure Notice (or set forth in any other Appraisal of the Property procured by Grantor and dated within one [1] year of the date of the Proposed First Sale Following Foreclosure Notice).
Any such written notice of rejection shall specify which of the matters set forth in the preceding sentence is not satisfied and constitutes the basis for any such rejection. The failure of Grantor to furnish such written notice of rejection within such thirty (30) day period shall be deemed as the approval by Grantor of such proposed First Sale Following Foreclosure.

(e) The proceeds of any First Sale Following Foreclosure shall be applied in the following order and priority:

(i) First, to the reasonable costs and expenses incurred with regard to such First Sale Following Foreclosure;

(ii) Second, to the satisfaction of indebtedness to Lienholders whose liens remain and continue following such Foreclosure in the order of their respective and on-going lien priority (including, without limitation, the then unpaid balance of any indebtedness to the respective lenders under the First Lien, the Second Lien [including the cumulative equity participation thereunder], the Third Lien and/or the Fourth Lien, if applicable);

(iii) Third, to the extent that the income from the Property was not sufficient to pay for the costs described in this subpart (iii), then to pay or reimburse any party for the costs of operating, maintaining, repairing, renovating and rehabilitating the Property subsequent to such Foreclosure; and

(iv) With the remaining balance of such First Sale Following Foreclosure proceeds to be split equally between Grantor and the Foreclosure Owner selling the Property pursuant to such First Sale Following Foreclosure; and thereafter the terms and provisions of this Section 6.4 shall be extinguished and terminated.
6.5 Except as otherwise provided in this Special Warranty Deed, the terms and provisions of this Article 6 shall run with the Land and shall bind Grantee, its successors and assigns until the expiration of thirty (30) years from the effective date of this Special Warranty Deed; provided, however, upon the actual closing of the first to occur of either the First Sale or any First Sale Following Foreclosure, and the receipt by Grantor of that part of the proceeds it is entitled to as set forth in Sections 6.3 or 6.4 above (if any), then the terms and provisions of this Article 6 shall terminate and Grantor shall promptly, but not later than thirty (30) days thereafter, execute and file an instrument of record terminating the terms and provisions of this Article 6.

6.6 Grantor, his successors and assigns, during normal working hours, shall have the right to enter and have free access to inspect all books and records of Grantee, its successors, assigns and purchasers for value, related to the Property. Upon the written request of Grantor, Grantee shall retain an independent certified public accountant who shall prepare an accounting of any Sale proceeds and the distribution thereof pursuant to Sections 6.3 or 6.4 above.

ARTICLE 7.

Prohibition of Encumbrances; Consents

7.1 Except for the First Lien, the Second Lien, the Third Lien and the Fourth Lien (and any refinancings of all or any of the same), Grantee shall not grant any (nor permit) any encumbrance on the Property as security for any mortgage financing in connection therewith, unless Grantor, by written agreement, approves any such encumbrance.

7.2 Grantor hereby consents to the First Lien, the Second Lien and the Third Lien (and any refinancings of all or any of the same), and further consents to any future collateral and/or any absolute assignment of the HAP to the First Lienholder and/or the Second Lienholder.

ARTICLE 8.

Hazard Insurance

Grantee shall obtain and maintain hazard insurance coverage for the value of the Property.
ARTICLE 9.

Reserve Fund For Replacements And Residual Receipts Accounts

9.1 Grantee will be required to deposit $84,000.00 (Eighty Four Thousand and No/100 Dollars) annually into a reserve fund for replacements account maintained at the First Lienholder or another depository approved by the First Lienholder, payable monthly commencing the first day of the first month following the implementation of all construction and other activity under the Rehabilitation Plan. The payment will be prorated based on percentage occupancy when occupancy is less than ninety-five percent (95%). The funds maintained in the account shall be used and disbursed by Grantee only with the approval of the First Lienholder, and such account and funds shall be pledged to First Lienholder. Any and all such funds shall be separate and distinct from any reserve funds established pursuant to the HAP (which shall be administered as set forth in the HAP).

9.2 Upon the satisfaction of the obligations evidenced by the First Lien and the Second Lien (or any refinancings of all or any of the same), the obligations of Grantee to maintain the account at the First Lienholder and only use the funds thereof with the First Lienholder's approval shall terminate.

ARTICLE 10.

Miscellaneous

10.1 Any notice or communication required or permitted hereunder shall be deemed to be delivered upon actual receipt by the addressee or if mailed, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the intended recipient at the address stated below. Any such address may be changed by written notice so given. Until changed in accordance herewith, the following addresses are specified as the addresses for the parties for receiving payments, notices, demands and documents:

Grantor: U.S. Department of Housing and Urban Development
1600 Throckmorton
Fort Worth, Texas 76113-2905

Grantee: Dallas City Homes, Inc.
312 West 7th Street
Dallas, Texas 75208-4639

Partnership: 312 West 7th Street
Dallas, Texas 75208-4639

-17-

93199 4609
First Lienholder: NationsBank of Texas, N.A.  
901 Main Street, 51st Floor  
Dallas, Texas 75202  
Attn: Real Estate Loan Administration,  
Dallas County, Texas

Second Lienholder: NationsBank Community Development Corporation  
901 Main Street, 51st Floor  
Dallas, Texas 75202  
Attn: Mr. Brian L. Roop,  
Senior Vice President

Third Lienholder: City of Dallas  
Housing and Neighborhood Services Administration Division  
City Hall 6 DN  
Dallas, Texas 75201  
Attn: Director

10.2 Should any of the terms and provisions of the foregoing Articles be held invalid in whole or in part, it shall not affect or invalidate the balance of such terms and provisions.

10.3 The effective date of this Special Warranty Deed shall be December 31, 1992.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF the undersigned on October 7, 1993, has set his hand and seal as Director, Housing Division, U.S. Department of Housing and Urban Development, Fort Worth Regional Office, Fort Worth, Texas, for and on behalf of Grantor, to be effective as of December 31, 1992.

Henry G. Cisneros,
Secretary of Housing and
Urban Development

By: __________________________________________

Name: Robert T. Creagh
Title: DIRECTOR
Office of Housing
Fort Worth Regional Office,
U.S. Department of Housing and
Urban Development

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Robert T. Creagh, known to me to be the duly appointed DIRECTOR, Housing Division, U.S. Department of Housing and Urban Development, Fort Worth, Texas, whose name is subscribed to the foregoing instrument dated as of December 31, 1992, by virtue of the authority vested in him by 35 FR 16101, as amended, and acknowledged to me that he executed the same as DIRECTOR, Housing Division, for and on behalf of Henry G. Cisneros, Secretary of Housing and Urban Development, for the purpose and consideration therein expressed.

Given under my hand and seal this 7th day of October, 1993.

YVONNE HARPOLE
Notary Public in and for
Tarrant County, Texas
EXHIBIT "A"

GF No. D-321409

TRACT I:

Description of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Eighth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2 and Part 3 on survey plats prepared by Powell & Powell Engineers in May 1949, and bearing Drawing Numbers P-115.48, P-115.49 and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod set for corner at the intersection of the North right-of-way line of Wynnewood Drive (70 feet wide) and the Easterly right-of-way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Eighth Section of Wynnewood;

THENCE North 17 deg. 43 min. 07 sec. West, with said line of Llewellyn Avenue, a distance of 182.08 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 deg. 15 min. 53 sec. East, a distance of 700.94 feet from said point;

THENCE with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East right-of-way line of Pratt Street (50 feet wide) through a central angle of 25 deg. 22 min. 16 sec., an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

THENCE North 07 deg. 39 min. 09 sec. East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 deg. 20 min. 51 sec. a distance of 1584.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 06 deg. 54 min. 47 sec., an arc distance of 227.42 feet to a Hilti Nail set at the end of said curve;

THENCE North 14 deg. 33 min. 56 sec. East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 deg. 26 min. 04 sec. East a distance of 3249.04 feet from said point;

THENCE with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 deg. 45 min. 24 sec., an arc distance of 666.68 feet to a one half inch iron rod set at the end of said curve;
GF No. D-321409

THENCE North 26 deg. 19 min. 20 sec. East, with said line of Pratt Street, a distance of 251.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 deg. 40 min. 40 sec. East a distance of 1884.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 16 deg. 50 min. 00 sec. an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve;

THENCE North 45 deg. 08 min. 20 sec. East with said line of Pratt Street, a distance of 359.96 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 deg. 50 min. 40 sec. East a distance of 452.82 feet from said point;

THENCE with said line of Pratt Street, and with said curve to the right through a central angle of 15 deg. 58 min. 52 sec. an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 deg. 51 min. 48 sec. East, a distance of 125.00 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, through a central angle of 60 deg. 37 min. 48 sec. an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 31 deg. 46 min. 00 sec. West a distance of 32.99 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 90 deg. 00 min. 00 sec., an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West right-of-way line of Zang Boulevard (125 feet wide);

THENCE South 31 deg. 46 min. 00 sec. West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 deg. 14 min. 00 sec. East a distance of 3882.22 feet from said point;

THENCE with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.29 feet, a one half inch iron rod set for line, at an arc distance of 1106.80 feet, a one half inch iron rod set for line, in all, through a central angle of 26 deg. 34 min. 32 sec., an arc distance of 1800.69 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive;

THENCE South 84 deg. 24 min. 15 sec. West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4520 acres of land, more or less.
GF No. D-321409

TRACT II:

Description of 29.9557 acre tract of land, said tract being known as Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 214-A of the Map Records of Dallas County, Texas, said tract being in Block 5873 of the City of Dallas, said 29.9557 acre tract being that same property shown as Part 1, Part 2, Part 3 and Part 4 on survey plats prepared by Powell & Powell Engineers in June 1949 and being Drawing Numbers P-115.51, P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod found for corner in the East right-of-way line of Zang Boulevard (125 feet wide) said point being North 00 deg. 03 min. 00 sec. West a distance of 576.51 feet from the intersection of said line of Zang Boulevard with the North right-of-way line of Illinois Avenue (100 feet wide);

THENCE North 00 deg. 03 min. 00 sec. West with said line of Zang Boulevard, at 302.82 feet pass a one half inch iron rod set for line, in all, a distance of 376.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 deg. 57 min. 00 sec. East, a distance of 3757.22 feet;

THENCE with said line of Zang Boulevard and with said curve to the right, at an arc distance of 983.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 deg. 49 min. 00 sec. an arc distance of 2086.41 feet to a one half inch iron rod set at the end of said curve;

THENCE NORTH 31 deg. 46 min. 00 sec. East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.95 feet to a one half inch iron rod set at angle point;

THENCE North 38 deg. 44 min. 57 sec. East, with said line of Zang Boulevard a distance of 121.49 feet to a one half inch iron rod set for corner;

THENCE South 75 deg. 23 min. 30 sec. East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company right-of-way, said point being in a curve to the left the center of which bears South 75 deg. 23 min. 30 sec. East a distance of 1474.69 feet from said point;

THENCE with said curve to the left through a central angle of 13 deg. 00 min. 00 sec. an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

THENCE South 01 deg. 36 min. 40 sec. West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;

93199 4614

SOUTHWEST LAND TITLE COMPANY

Chicago Title Insurance Company
THENCE in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances:

THENCE South 81 deg. 36 min. 40 sec. West a distance of 70.95 feet to an angle point;

THENCE South 46 deg. 12 min. 00 sec. West a distance of 100.00 feet to an angle point;

THENCE South 20 deg. 53 min. 40 sec. West a distance of 207.50 feet to an angle point;

THENCE South 14 deg. 05 min. 10 sec. East a distance of 103.00 feet to an angle point;

THENCE South 21 deg. 37 min. 45 sec. West a distance of 174.20 feet to an angle point;

THENCE South 06 deg. 24 min. 00 sec. East a distance of 242.80 feet to an angle point;

THENCE South 27 deg. 04 min. 45 sec. West a distance of 237.54 feet to an angle point;

THENCE South 28 deg. 09 min. 40 sec. West a distance of 212.41 feet to an angle point;

THENCE South 45 deg. 44 min. 10 sec. West a distance of 96.76 feet to an angle point;

THENCE South 21 deg. 16 min. 00 sec. West a distance of 198.85 feet to an angle point;

THENCE South 42 deg. 49 min. 00 sec. West a distance of 160.27 feet to an angle point;

THENCE South 22 deg. 53 min. 20 sec. West a distance of 226.32 feet to an angle point;

THENCE South 07 deg. 42 min. 45 sec. East, a distance of 107.12 feet to an angle point;

THENCE South 18 deg. 28 min. 00 sec. East a distance of 231.65 feet to an angle point;

THENCE South 09 deg. 26 min. 40 sec. West a distance of 187.07 feet to an angle point;

THENCE South 02 deg. 48 min. 10 sec. West a distance of 100.77 feet to an angle point;

THENCE South 14 deg. 07 min. 20 sec. West a distance of 45.04 feet to an angle point;
THENCE South 49 deg. 42 min. 00 sec. West a distance of 241.09
feet to an angle point;

THENCE South 01 deg. 49 min. 20 sec. East a distance of 136.06
feet to an angle point;

THENCE South 38 deg. 48 min. 15 sec. West a distance of 105.41
feet to an angle point;

THENCE South 08 deg. 29 min. 15 sec. East a distance of 135.35
feet to an angle point;

THENCE South 14 deg. 58 min. 55 sec. East a distance of 52.40
feet to an angle point;

THENCE South 72 deg. 47 min. 20 sec. East a distance of 53.21
feet to an angle point;

THENCE South 20 deg. 30 min. 55 sec. East a distance of 39.81
feet to an angle point;

THENCE South 56 deg. 04 min. 45 sec. West a distance of 86.07
feet to an angle point;

THENCE South 03 deg. 47 min. 50 sec. East a distance of 113.55
feet to an angle point for corner;

THENCE South 81 deg. 40 min. 30 sec. West, leaving South Branch of
Cedar Creek, a distance of 153.01 feet to a one half inch iron rod
found for angle point;

THENCE North 66 deg. 50 min. 00 sec. West a distance of 151.47 feet to
the PLACE OF BEGINNING;

CONTAINING 1,304,870 square feet or 29.9557 acres of land, more or
less.

48.4077 acres in all - bps
EXHIBIT "B"

1. Standby fees and taxes for the year 1993 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

2. Ten foot sanitary sewer easement granted in instrument from Julian H. Zimmerman, Federal Housing Commissioner to City of Dallas, dated May 12, 1960, filed June 8, 1960, recorded in Volume 5348, Page 598, Deed Records, Dallas County, Texas. Affects Tract II.


4. Easement and Right of Way from Wynnewood Gardens No. 4 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated February 9, 1948, filed February 24, 1948, recorded in Volume 2944, Page 443, Deed Records, Dallas County, Texas. Affects Tract I.

5. Easement and Right of Way from Wynnewood Gardens No. 5 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated June 10, 1948, filed June 29, 1948, recorded in Volume 2998, Page 298, Deed Records, Dallas County, Texas; as amended by instrument dated June 14, 1949, filed June 17, 1949, recorded in Volume 3146, Page 511, Deed Records, Dallas County, Texas. Affects Tract II.


7. Easement and Right of Way from American Home Realty Company to City of Dallas, dated April 1, 1932, filed September 21, 1933, recorded in Volume 1812, Page 304, Deed Records, Dallas County, Texas.


9. Any portion of subject property lying within the boundaries of a public or private roadway, whether dedicated or not.
10. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.

11. Memorandum of Lease Agreement made and entered into on October 17, 1985 by and between Wynnewood Apartments, as Lessee, and WEB Service Company, Inc., as Lessor, said Memorandum being dated October 17, 1985, recorded in Volume 85221, Page 1855, Deed Records, Dallas County, Texas.


AFTER RECORDING, RETURN TO:

Loren Joseph Weinstein, Esq.
Ungerman Hill, P.C.
4400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

EXHIBIT "A" - Page 2
\&05990\&04-emb.doc
SPECIAL WARRANTY DEED

STATE OF TEXAS       )
COUNTY OF DALLAS     )
KNOW ALL MEN BY THESE PRESENTS:

THAT DALLAS CITY HOMES, INC., a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to it paid by WCH LIMITED PARTNERSHIP, a Texas limited partnership ("Grantee"), unto Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, all that certain land situated in the City of Dallas, County of Dallas, State of Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with, all and singular and any and all appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, strips or gores of real estate adjoining the Property (said land, rights and appurtenances being hereinafter referred to collectively as the "Property").

This conveyance is made and accepted subject, subordinate and inferior to the easements, covenants and other matters and exceptions set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions"), but only to the extent they affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SPECIAL WARRANTY DEED - Page 1
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93237 5104
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this ___ day of December, 1993.

GRANTOR:

DALLAS CITY HOMES, INC., a Texas non-profit corporation

By: Duane McClurg, President

STATE OF TEXAS  

COUNTY OF DALLAS  

This instrument was acknowledged before me on this the _____ day of December, 1993, by Duane McClurg, President of Dallas City Homes, Inc., a Texas non-profit corporation, on its behalf.

Grantee's Mailing Address:

WCH Limited Partnership
312 West 7th Street
Dallas, Texas 75208-4639

AFTER RECORDING, RETURN TO:

Loren Joseph Weinstein
Ungerman Hill, P.C.
4400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

SPECIAL WARRANTY DEED - Page 2
06990\deed.wch
EXHIBIT "A"

GF No. D-321409

TRACT I:

Description of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Eighth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2 and Part 3 on survey plats prepared by Powell & Powell Engineers in May 1949, and bearing Drawing Numbers P-115.48, P-115.49 and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod set for corner at the intersection of the North right-of-way line of Wynnewood Drive (70 feet wide) and the Easterly right-of-way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Eighth Section of Wynnewood;

TENERCE North 17 deg. 43 min. 07 sec. West, with said line of Llewellyn Avenue, a distance of 182.08 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 deg. 16 min. 53 sec. East, a distance of 700.94 feet from said point;

TENERCE with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East right-of-way line of Pratt Street (50 feet wide) through a central angle of 25 deg. 22 min. 16 sec., an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

TENERCE North 07 deg. 39 min. 09 sec. East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 deg. 20 min. 51 sec. a distance of 1884.86 feet from said point;

TENERCE with said line of Pratt Street and with said curve to the right through a central angle of 06 deg. 54 min. 47 sec., an arc distance of 227.42 feet to a Hilti Nail set at the end of said curve;

TENERCE North 14 deg. 33 min. 56 sec. East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 deg. 26 min. 04 sec. East a distance of 3249.04 feet from said point;

TENERCE with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 deg. 45 min. 24 sec., an arc distance of 686.68 feet to a one half inch iron rod set at the end of said curve;

SOUTHWEST LAND TITLE COMPANY

Chicago Title Insurance Company
THENCE North 26 deg. 19 min. 20 sec. East, with said line of Pratt Street, a distance of 251.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 deg. 40 min. 40 sec. East a distance of 1884.86 feet from said point.

THENCE with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 16 deg. 50 min. 00 sec. an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve.

THENCE North 45 deg. 09 min. 20 sec. East with said line of Pratt Street, a distance of 359.96 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 deg. 50 min. 40 sec. East a distance of 452.82 feet from said point.

THENCE with said line of Pratt Street, and with said curve to the right through a central angle of 15 deg. 58 min. 52 sec., an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 deg. 51 min. 45 sec. East a distance of 125.00 feet from said point.

THENCE with said line of Pratt Street and with said curve to the right, through a central angle of 60 deg. 37 min. 48 sec. an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 31 deg. 46 min. 00 sec. West a distance of 32.99 feet from said point.

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 80 deg. 00 min. 00 sec., an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West right-of-way line of Zang Boulevard (125 feet wide).

THENCE South 31 deg. 46 min. 00 sec. West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 deg. 14 min. 00 sec. East a distance of 3682.22 feet from said point.

THENCE with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.29 feet, a one half inch iron rod set for line, at an arc distance of 1106.80 feet, a one half inch iron rod set for line, in all, through a central angle of 26 deg. 34 min. 32 sec., an arc distance of 1800.69 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive.

THENCE South 84 deg. 24 min. 15 sec. West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4520 acres of land, more or less.

SOUTHWEST LAND TITLE COMPANY

Chicago Title Insurance Company
GF No. D-321409

TRACT II:

Description of 29.9557 acre tract of land, said tract being known as Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 214-A of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 29.9557 acre tract being that same property shown as Part 1, Part 2, Part 3 and Part 4 on survey plat prepared by Powell & Powell Engineers in June 1949 and being Drawing Numbers P-115.51, P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod found for corner in the East right-of-way line of Zang Boulevard (125 feet wide) said point being North 00 deg. 03 min. 00 sec. West a distance of 576.51 feet from the intersection of said line of Zang Boulevard with the North right-of-way line of Illinois Avenue (100 feet wide);

THENCE North 00 deg. 03 min. 00 sec. West with said line of Zang Boulevard, at 302.82 feet pass a one half inch iron rod set for line, in all, a distance of 376.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 deg. 57 min. 00 sec. East, a distance of 3757.22 feet;

THENCE with said line of Zang Boulevard and with said curve to the right, at an arc distance of 993.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 deg. 49 min. 00 sec. an arc distance of 2086.41 feet to a one half inch iron rod set at the end of said curve;

THENCE North 31 deg. 46 min. 00 sec. East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.85 feet to a one half inch iron rod set at angle point;

THENCE North 38 deg. 44 min. 57 sec. East, with said line of Zang Boulevard a distance of 121.49 feet to a one half inch iron rod set for corner;

THENCE South 75 deg. 23 min. 30 sec. East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company right-of-way, said point being in a curve to the left the center of which bears South 75 deg. 23 min. 30 sec. East a distance of 1474.69 feet from said point;

THENCE with said curve to the left through a central angle of 13 deg. 00 min. 00 sec. an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

THENCE South 01 deg. 36 min. 40 sec. West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;

SOUTHWEST LAND TITLE COMPANY

Chicago Title Insurance Company
THENCE in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances:

THENCE South 81 deg. 36 min. 40 sec. West a distance of 70.95 feet to an angle point;

THENCE South 46 deg. 12 min. 00 sec. West a distance of 100.00 feet to an angle point;

THENCE South 20 deg. 53 min. 40 sec. West a distance of 207.50 feet to an angle point;

THENCE South 14 deg. 05 min. 10 sec. East a distance of 103.00 feet to an angle point;

THENCE South 21 deg. 37 min. 45 sec. West a distance of 174.20 feet to an angle point;

THENCE South 06 deg. 24 min. 00 sec. East a distance of 242.80 feet to an angle point;

THENCE South 27 deg. 04 min. 45 sec. West a distance of 237.54 feet to an angle point;

THENCE South 28 deg. 09 min. 40 sec. West a distance of 212.41 feet to an angle point;

THENCE South 45 deg. 44 min. 10 sec. West a distance of 96.76 feet to an angle point;

THENCE South 21 deg. 16 min. 00 sec. West a distance of 198.85 feet to an angle point;

THENCE South 42 deg. 49 min. 00 sec. West a distance of 160.27 feet to an angle point;

THENCE South 22 deg. 53 min. 20 sec. West a distance of 226.32 feet to an angle point;

THENCE South 07 deg. 42 min. 45 sec. East, a distance of 107.12 feet to an angle point;

THENCE South 18 deg. 28 min. 00 sec. East a distance of 231.65 feet to an angle point;

THENCE South 09 deg. 26 min. 40 sec. West a distance of 187.07 feet to an angle point;

THENCE South 02 deg. 48 min. 10 sec. West a distance of 100.77 feet to an angle point;

THENCE South 14 deg. 07 min. 20 sec. West a distance of 45.04 feet to an angle point;

-SOUTHWEST LAND TITLE COMPANY-

Chicago Title Insurance Company
GF No. D-321409

THENCE South 49 deg. 42 min. 00 sec. West a distance of 241.09 feet to an angle point;

THENCE South 01 deg. 49 min. 20 sec. East a distance of 136.08 feet to an angle point;

THENCE South 36 deg. 48 min. 15 sec. West a distance of 105.41 feet to an angle point;

THENCE South 08 deg. 29 min. 15 sec. East a distance of 135.35 feet to an angle point;

THENCE South 14 deg. 58 min. 55 sec. East a distance of 52.40 feet to an angle point;

THENCE South 72 deg. 47 min. 20 sec. East a distance of 53.21 feet to an angle point;

THENCE South 20 deg. 30 min. 55 sec. East a distance of 39.81 feet to an angle point;

THENCE South 56 deg. 04 min. 45 sec. West a distance of 88.07 feet to an angle point;

THENCE South 03 deg. 47 min. 50 sec. East a distance of 113.55 feet to an angle point for corner;

THENCE South 81 deg. 40 min. 30 sec. West, leaving South Branch of Cedar Creek, a distance of 153.01 feet to a one half inch iron rod found for angle point;

THENCE North 66 deg. 50 min. 00 sec. West a distance of 161.47 feet to the PLACE OF BEGINNING;

CONTAINING 1,304,870 square feet or 29.9557 acres of land, more or less.
1. Deed of Trust, Assignment, Security Agreement and Financing Statement dated December 31, 1992, executed by Dallas City Homes, Inc. to Michael F. Hord, Trustee, securing NationsBank of Texas, N.A., in the payment of one note in the original principal sum of $4,000,000.00, filed January 4, 1993, recorded in Volume 93001, Page 0667, Deed of Trust Records, Dallas County, Texas.

2. Deed of Trust, Assignment, Security Agreement and Financing Statement dated December 31, 1992, executed by Dallas City Homes, Inc. to Michael F. Hord, Trustee, securing NationsBank Community Development Corporation, in the payment of one note in the original principal sum of $1,500,000.00, filed January 4, 1993, recorded in Volume 93001, Page 0691, Deed of Trust Records, Dallas County, Texas.

3. Promissory Note to be executed by WCH Limited Partnership, payable to the order of the City of Dallas, in the original principal sum of $1,080,000.00, to be secured by a deed of trust, to be recorded in the Deed of Trust Records, Dallas County, Texas.

4. Deed of Trust dated December 21, 1992, executed by Dallas City Homes, Inc. to Jack Stark, Trustee, securing Department of Housing and Urban Development, in the payment of one note in the original principal sum of $500,000.00, filed January 4, 1993, recorded in Volume 93001, Page 718, Deed of Trust Records, Dallas County, Texas.

5. Standby fees and taxes for the year 1993 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

6. Ten foot sanitary sewer easement granted in instrument from Julian H. Zimmerman, Federal Housing Commissioner to City of Dallas, dated May 12, 1960, filed June 8, 1960, recorded in Volume 5348, Page 598, Deed Records, Dallas County, Texas. Affects Tract II.


8. Easement and Right of Way from Wynnewood Gardens No. 4 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated February 9, 1948, filed February 24, 1948, recorded in Volume 2944, Page 443, Deed Records, Dallas
County, Texas. Affects Tract I.

9. Easement and Right of Way from Wynnewood Gardens No. 5 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated June 10, 1948, filed June 29, 1948, recorded in Volume 298, Page 298, Deed Records, Dallas County, Texas; as amended by instrument dated June 14, 1949, filed June 17, 1949, recorded in Volume 3146, Page 511, Deed Records, Dallas County, Texas. Affects Tract II.

10. Easement and Right of Way from Wynnewood Gardens No. 5 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated June 10, 1948, filed June 29, 1948, recorded in Volume 298, Page 299, Deed Records, Dallas County, Texas. Affects Tract II.

11. Easement and Right of Way from American Home Realty Company to City of Dallas, dated April 1, 1932, filed September 21, 1933, recorded in Volume 1812, Page 304, Deed Records, Dallas County, Texas.


13. Memorandum of Lease Agreement made and entered into on October 17, 1985 by and between Wynnewood Apartments, as Lessor, and WEB Service Company, Inc., as Lessee, said Memorandum being dated October 17, 1985, recorded in Volume 85221, Page 1855, Deed Records, Dallas County, Texas.


15. Terms and provisions of and easements created in City of Dallas Ordinance No. 21295 adopted on May 27, 1992, filed of record on November 25, 1992, recorded in Volume 92231, Page 1636, Deed Records, Dallas County, Texas.

16. Terms and provisions contained in Special Warranty Deed from Jack Kemp, Secretary of Housing and Urban Development of Washington, D.C. to Dallas City Homes, Inc., dated December 31, 1992, filed of record on January 4, 1993, recorded in Volume 93001, Page 0649, Deed Records, Dallas County, Texas, as amended by that certain Amended and Restated Special Warranty Deed filed October 13, 1993, recorded in Volume
93199, Page 4593, Deed Records, Dallas County, Texas.

17. Any portion of the Property lying within the boundaries of a public or private roadway, whether dedicated or not.

18. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.
2. Tab 12, Settlement Statement. As we discussed, an apartment complex located on approximately 48 acres was purchased from HUD by Dallas City Homes, Inc. in 1992 for $1.00. A copy of the Settlement Statement is attached. Please note that Dallas City Homes, Inc. was a nonprofit organization that subsequently applied for 9% LIHTCs for the rehabilitation of the property, to be known as Parks at Wynnewood, in 1993 and 1995. Parks at Wynnewood is being redeveloped in phases through a series of LIHTC projects. In 2010, the first phase was applied for and the applicant provided evidence establishing a purchase price of $11,500,000 for Parks at Wynnewood, resulting in a prorated price per acre equal to: $11,500,000 / 48.4077 acres = $237,565.51 per acre, or $1,324,427 for this 5.575 acres. Page 449 of the Application shows REA’s use of this purchase price in connection with Wynnewood Family Housing’s 2013 Application.
Tamea also included this in the original app to show how underwriting handled the valuation of the property for acquisition purposes the last time it came up. I didn't know what this was for when I saw it but she explained, after the deficiency, that that's why they included it.

OPERATING PRO FORMA

<table>
<thead>
<tr>
<th></th>
<th>SUMMARY - AS UNDERWRITTEN (TDHCA's Pro forma)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOI:</td>
<td>$521,153</td>
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<tr>
<td>Avg. Rent:</td>
<td>$729</td>
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<tr>
<td>Debt Service:</td>
<td>$385,994</td>
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<tr>
<td>B/E Rent:</td>
<td>$659</td>
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<tr>
<td>Expense Ratio:</td>
<td>60.5%</td>
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<tr>
<td>Net Cash Flow:</td>
<td>$135,160</td>
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<tr>
<td>Occupancy:</td>
<td>92.50%</td>
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<td>Controllable Expenses:</td>
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<tr>
<td>Property Taxes/Unit:</td>
<td>$884</td>
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<td>Aggregate DCR:</td>
<td>1.35:1</td>
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<tr>
<td>B/E Occupancy:</td>
<td>83.02%</td>
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<tr>
<td>Program Rent Year:</td>
<td>2013</td>
</tr>
</tbody>
</table>

Of the 404 units in The Parks at Wynnewood, 127 units have Project-Based Section 8 vouchers (PBVs). The PBVs are not unit specific but according to the contract split by unit type (fourteen 1BR units, sixty-nine 2 BR units, fourteen 3 BR units, and thirty 4 BR units). The Applicant indicated that they are applying to HUD to transfer 16 of the PBVs (3 for 1BR units, 9 for 2 BR units, and 4 for 3 BR units) to the subject development. The developer was able to get the transfer for 21 PBVs for the first phase, Wynnewood Seniors Housing.

Based on the rents and occupancy at the existing 50-year-old property, Applicant proposes rents on 60% units that are $59-110 below HTC maximum. Applicant also includes $26K in annual concessions. The reduced rents would result in a 1.30 debt coverage ratio. The reduced rents combined with concessions result in 1.22 debt coverage.

The underwritten pro forma assumes maximum HTC program rents and stabilization at 7.5% vacancy. Applicant's Annual Expenses ($4,688 per unit) are 5.4% lower than Underwriter's estimates ($4,953). The largest variance is in eclectic utilities. Applicant's proposed expense is $132/unit, less than half the proposed expense for the Phase I development (Wynnewood Seniors).

The underwritten pro forma provides debt coverage at 1.50 times. This results in an assumed adjustment to the debt amount, as discussed under Capitalization Structure below.

Number of Revisions: 2 Date of Last Applicant Revision: 8/15/2013

ACQUISITION INFORMATION

APPRAISED VALUE

<table>
<thead>
<tr>
<th>Appraiser:</th>
<th>Paul Hartmann, Friedel Company</th>
<th>Date:</th>
<th>5/16/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Development: (as-is)</td>
<td>$980,000</td>
<td>Per Unit:</td>
<td>6,087</td>
</tr>
</tbody>
</table>

Comments:
Current as is market value is $980,000, but if rezoned to PD-MU (Planned Development - Overlay for Mixed-Use) value would be $1.385M.
SITE CONTROL

Type: Purchase Contract  Acreage: 3.982

Acquisition Cost: $1,385,000  Contract Expiration: 12/31/2013

Cost Per Unit: $8,602

Seller: WCH Limited Partnership  Related to Development Team?  Yes  No

Buyer: Wynnewood Family Housing, LP

Comments:
The purchase contract indicates a price of $1,385,000, which is equal to the "as if rezoned" value reported by the Appraiser. This would represent a site acquisition cost of $8,602/unit relative to the 161 proposed units (as compared to $7,857/unit acquisition cost for 140 new units at Wynnewood Senior Housing).

But due to the identity of interest transaction, the cost for underwriting purposes is limited to the lesser of the as-is value or the Applicant's actual cost pro-rated by acre. The as-is value is $980,000. The pro-rated actual cost is $945,986 (3.982 acres out of 48.4077 total acres purchased for $11,500,000).

DEVELOPMENT COST EVALUATION

<table>
<thead>
<tr>
<th>SUMMARY - AS UNDERWRITTEN (Applicant's Costs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition $347.815/ac  $5,876/unit  $995,986  Contractor Fee $1,804,000</td>
</tr>
<tr>
<td>Offsite + Sitework $10,986.73  $1,768,864  Developer Fee $2,950,000</td>
</tr>
<tr>
<td>Building Cost $80.53/sf  $71,040/unit  $11,437,378  Soft Cost $3,680,313</td>
</tr>
<tr>
<td>Contingency 9.79%  $8,031/unit  $1,293,000  Reserves $1,164,461</td>
</tr>
</tbody>
</table>

| Total Development Cost  $25,293,992  $157,106/unit |

Offsite
Costs to replace water main along Zang Blvd.

Sitework
A concrete access drive will be constructed along the eastern and southern portions of the site, along with a concrete pedestrian sidewalk.

Building Cost:
Development plans include a 4-story apartment building with a separate 4 story garage structure with connected walkways. Applicant's building cost ($71K/unit) is 3% greater than underwriting estimate. Applicant's cost includes $1.49M for the garage structure.

Contingency:
Contingency is limited to 7% for New Construction and Reconstruction projects. Applicant overstated eligible contingency by $399K, and eligible basis has been adjusted.

Interim Interest:
Applicant overstated eligible interim interest expense by $806,995.

Developer Fee:
Due to the overstated contingency and interim interest, eligible developer fee is overstated by $212K.

Conclusion:
Applicant's total development cost is 4% higher than the underwriting estimate. $20,988,864 in eligible cost would support a tax credit allocation of $2,455,697.

COST SCHEDULE  Number of Revisions:  1  Date of Last Applicant Revision:  8/2/2013
WARNING! WIRE FRAUD ADVISORY

DON’T FALL VICTIM TO CYBER CRIMINALS! Wire fraud and email/phishing attacks are on the rise! Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions to parties in real estate transactions. These emails are often sophisticated and convincing, resulting in the diversion of wired funds to the fraudster’s account. Losses due to this type of fraud are staggering – don’t fall victim!

BUYERS:

- Once requested by you, we will send our wiring instructions directly to you in a secure email with [rtt-secure] in the subject line. THESE INSTRUCTIONS WILL NEVER CHANGE!!!

- If you receive an email containing NEW or REVISED wiring instructions, DO NOT RESPOND to the email. Instead, call your Republic Title closing team member immediately, using a previously known and trusted phone number. DO NOT use any contact information provided in the suspected phishing email!

- Before you initiate your purchase money wire, please call your closing team using a number you have called before or can otherwise verify to confirm the wiring instructions.

If you are ever in doubt about an email or wiring instructions, please call your closing team at Republic Title using a previously verified number. For contact information, please go to www.republictitle.com.

SELLERS:

- Bring your banking information to the closing table. We will give you a wiring instructions form for your completion and for your signature. We will only wire your sales proceeds based on those written instructions.

- If you do not attend closing in person, please include your original signed wiring instructions form along with the fully executed closing documents when you return your closing package to us.

The following resources can provide additional tips or assist you in reporting an incident of wire fraud:

FEDERAL BUREAU OF INVESTIGATION:
http://www.fbi.gov

INTERNET CRIME COMPLAINT CENTER
http://www.ic3.gov
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We FIRST AMERICAN TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule 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.

By its issuing agent, Republic Title of Texas, Inc.

Authorized Signatory
Lorri Henson, Senior Vice President
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 1-888-632-1642 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, your Policy will not cover loss resulting from such problems.

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

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

**CONDITIONS AND STIPULATIONS**

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
Effective Date: **December 30, 2019** at 8:00 a.m.  

**Commitment No. 1002-294035-RTT**, issued **January 10, 2020**, at 8:00 a.m.

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: $0.00  
       PROPOSED INSURED: S Zang, LP, a Texas limited partnership

   (b) **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE**  
       **ONE-TO-FOUR FAMILY RESIDENCES** (Form T-1R)  
       Policy Amount: $  
       PROPOSED INSURED:

   (c) **LOAN POLICY OF TITLE INSURANCE** (Form T-2)  
       Policy Amount: $0.00  
       PROPOSED INSURED:  
       Proposed Borrower: S Zang, LP, a Texas limited partnership

   (d) **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE** (Form T-2R)  
       Policy Amount: $  
       PROPOSED INSURED:  
       Proposed Borrower:

   (e) **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN** (Form T-13)  
       Binder Amount: $  
       PROPOSED INSURED:  
       Proposed Borrower:

   (f) **OTHER**  
       Policy Amount: $  
       PROPOSED INSURED:

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

   **FEE SIMPLE**

3. **Record title to the land on the Effective Date appears to be vested in:**

   **WCH LIMITED PARTNERSHIP**, a Texas limited partnership

4. **Legal description of land:**

   See Exhibit "A" attached hereto and made a part hereof.
EXHIBIT "A"

BEING an 8.885 acre tract or parcel of land situated in the John W. Wright Survey, Abstract No. 1551, City of Dallas, Dallas County, Texas, said tract being a portion of that certain Block 5973, Eighth Section of Wynnewood (hereinafter referred to as Block 5973), an addition to the Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 12, Page 78-A, B and C, Map Records, Dallas County, Texas (M.R.D.C.T.); said tract being a portion of that certain tract of land described in Special Warranty Deed to WCH Limited Partnership, as recorded in Volume 93237, Page 5104, Deed Records, Dallas County, Texas (D.R.D.C.T.); said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap found for the Southeast corner of that certain tract of land described as Lot 1, Block H/5973, Wynnewood Zang Addition (hereinafter referred to as Lot 1), an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Instrument No. 20140013423, Map Records, Dallas County, Texas, same being in the Easterly line of said Block 5973, same also being the existing Westerly right-of-way line of S. Zang Boulevard (125’ right-of-way), as recorded in Volume 2173, Page 294, D.R.D.C.T., same also being at the beginning of a curve to the left whose chord bears South 14 degrees 42 minutes 33 seconds West, a distance of 1,073.10 feet;

THENCE Southerly with the common line between said Block 5973 and the existing Westerly right-of-way line of said S. Zang Boulevard and with said curve to the left having a radius of 3,882.16 feet, through a central angle of 15 degrees 53 minutes 14 seconds, for an arc distance of 1,076.55 feet to a 5/8-inch iron rod with "BGE" plastic cap set for corner;

THENCE North 82 degrees 45 minutes 34 seconds West, departing the Westerly right-of-way line of said S. Zang Boulevard and over and across said Block 5973, a distance of 292.32 feet to a 5/8-inch iron rod with "BGE" cap set in the common line between said Block 5973 and the existing Easterly right-of-way line of Pratt Street (50’ right-of-way), as recorded in Volume 12, Page 78-A, B and C, M.R.D.C.T., same being the beginning of a non-tangent curve to the right whose chord bears North 03 degrees 35 minutes 08 seconds West, a distance of 250.87 feet;

THENCE Northerly with the common line between said Block 5973 and the existing Easterly right-of-way line of said Pratt Street, the following courses and distances:

With said non-tangent curve to the right having a radius of 700.94 feet, through a central angle of 20 degrees 37 minutes 03 seconds, for an arc distance of 252.33 feet to a 1/2-inch iron rod found in concrete for corner;

North 06 degrees 43 minutes 23 seconds East, a distance of 15.10 feet to a 5/8-inch iron rod found for corner same being the beginning of a tangent curve to the right whose chord bears North 10 degrees 10 minutes 48 seconds East, a distance of 227.28 feet;

With said non-tangent curve to the right having a radius of 1,885.07 feet, through a central angle of 06 degrees 54 minutes 44 seconds, for an arc distance of 227.42 feet to an "x" cut found for corner;

North 13 degrees 38 minutes 17 seconds East, a distance of 3.30 feet to a 1/2-inch iron rod found for corner; same being the beginning of a curve to the right whose chord bears North 19 degrees 30 minutes 52 seconds East, a distance of 665.51 feet;

With said curve to the right having a radius of 3,249.04 feet, through a central angle of 11 degrees 45 minutes 24 seconds, for an arc distance of 666.68 feet to a 1/2-inch iron rod with "PIBURN" plastic cap found for corner;

North 25 degrees 23 minutes 41 seconds East, a distance of 27.25 feet to a 5/8-inch iron rod found for the Southwest corner of the aforesaid Lot 1;

THENCE South 64 degrees 36 minutes 26 seconds East, departing the existing Easterly right-of-way line of said Pratt Street with the common line between the South line of said Lot 1 and the remaining portion of said Block 5973, a distance of 333.68 feet to the POINT OF BEGINNING, and containing 8.885 acres (387,051 square feet) of land, more or less.
Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.
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):

   Restrictive covenants described in instrument filed 10/13/1993, recorded in Volume 93199, Page 4593, Real Property Records, Dallas County, Texas. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is deleted.

   Restrictive covenants described in instrument filed 12/28/1995, recorded in Volume 95250, Page 1506, Real Property Records, Dallas County, Texas. First Amendment filed 07/03/2013, recorded in cc# 201300210550, Real Property Records, Dallas County, Texas. Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), is 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 2020, 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 2020 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 interest that are not listed.

b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)

c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)

d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)

e. Terms, provisions, and conditions of Declaration of Land Use Restrictive Covenants For Low-Income Housing Credits, filed 12/28/1995, recorded in Volume 95250, Page 1506, Real Property Records, Dallas County, Texas. First Amendment filed 07/03/2013, recorded in cc# 201300210550, Real Property Records, Dallas County, Texas.

f. Terms, provisions, and conditions of Amended and Restated Special Warranty Deed, filed 10/13/1993, recorded in Volume 93199, Page 4593, Real Property Records, Dallas County, Texas.

g. Right of Entry Agreement with Warner Amex Cable Communications, Inc., filed 09/19/1981, recorded in Volume 81183, Page 378, Real Property Records, Dallas County, Texas.

h. Terms, provisions, and conditions of License Agreement, as evidenced by Ordinance No. 21295, filed 11/24/1992, recorded in Volume 92231, Page 1636, Real Property Records, Dallas County, Texas and filed 09/17/1999, recorded in Volume 99182, Page 389, Real Property Records, Dallas County, Texas.
i. Easement granted by Wynnewood Gardens No. 4, to Dallas Power & Light Company and Southwestern Bell Telephone Company, filed 02/24/1948, recorded in Volume 2944, Page 443, Real Property Records, Dallas County, Texas; affected by Partial Release of Easement filed 08/28/2013, recorded in cc# 201300273160, Real Property Records, Dallas County, Texas and Release of Easement by Southwestern Bell Telephone Company of its interest filed 09/14/2012, recorded in cc# 201200272776, Real Property Records, Dallas County Texas.

j. Terms, provisions, conditions, and easements contained in Exhibit B Easement and Memorandum of Agreement, filed 03/10/2011, recorded in cc# 201100062918, Real Property Records, Dallas County, Texas.

k. Rights, if any, of third parties under unrecorded agreements and/or related to facilities, systems or equipment located on the land, including but not limited to laundry facilities, cable television systems, central antenna systems, telecommunication systems and alarm systems.
G.F. No. or File No. 1002-294035-RTT

Your Policy will not cover loss, costs, attorney’s 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:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - 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,
   - there is legal right of access to and from the land,
   - (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. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

6. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'.

7. Require Affidavit as to Debts and Liens and Parties in Possession executed by owner at or prior to closing.

8. In accordance with Section 11.008 of the Texas Property Code, all deeds and deeds of trust transferring an interest in real property to or from an individual and disclosing that individual's social security number or driver's license number must include the following notice on the top of the first page of the instrument in 12 point bold or uppercase font: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

9. Additional exceptions and/or requirements may be added when Company is advised of the exact nature and details of the subject transaction.
10. Require satisfactory evidence of authority to act on behalf of record owner.

11. Deed of Trust, Security Agreement and Assignment of Rents from WCH LIMITED PARTNERSHIP, a Texas limited partnership, to STEVEN L. DRYZER, Trustee(s), dated 12/31/1993, filed 05/16/1994, recorded in Volume 94094, Page 3452, Real Property Records, Dallas County, Texas, securing a promissory note in the original principal sum of $1,080,000.00, payable to NATIONS BANK OF TEXAS, N.A., as Agent for the City of Dallas and securing other indebtedness as described therein, if any.

Said note further secured by Assignment of Rents and Leases filed 05/16/1994, recorded in Volume 94094, Page 3485, Real Property Records, Dallas County, Texas.

Subordination Agreement filed 09/30/2009, recorded in cc# 200900278142, Real Property Records, Dallas County, Texas.

12. Second Deed of Trust from WCH LIMITED PARTNERSHIP, a Texas Limited Partnership, to BRIAN ROOP, Trustee(s), dated 12/15/1998, filed 12/15/1998, recorded in Volume 98243, Page 90, Real Property Records, Dallas County, Texas, securing a promissory note in the principal sum of $3,400,000.00, payable to NATIONS BANK COMMUNITY DEVELOPMENT CORPORATION, and securing other indebtedness as described therein, if any.

Subordination Agreement filed 09/30/2009, recorded in cc# 200900278143, Real Property Records, Dallas County, Texas.

13. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing from WCH LIMITED PARTNERSHIP, a Texas limited partnership, to PRLAP, INC., a Texas corporation, Trustee(s), dated 09/30/2009, filed 09/30/2009, recorded in cc# 200900278140, Real Property Records, Dallas County, Texas, securing a promissory note in the original principal sum of $4,129,600.00, payable to BANK OF AMERICA, N.A., a national banking association, and securing other indebtedness as described therein, if any.

Memorandum of First Modification, Renewal and Extension Agreement filed 09/25/2012, recorded in cc# 201200285540, Real Property Records, Dallas County, Texas.

14. Subordinate Deed of Trust, With Assignment of Rents, Security Agreement and Fixture Filing from WCH LIMITED PARTNERSHIP, a Texas limited partnership, to PRLAP, INC., a Texas corporation, Trustee(s), dated 08/31/2009, filed 09/30/2009, recorded in cc# 200900278144, Real Property Records, Dallas County, Texas, securing a promissory note in the principal sum of $2,394,826.33, payable to BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION, and securing other indebtedness as described therein, if any.

Subordination Agreement filed 09/30/2009, recorded in cc# 200900278145, Real Property Records, Dallas County, Texas, and refiled 10/01/2009, recorded in cc# 200900278719, Real Property Records, Dallas County, Texas. Amendment filed 08/14/2012, recorded in cc# 201200239266, Real Property Records, Dallas County, Texas.
The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

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

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

Officers: President, Chief Executive Officer: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Mark E. Seaton

**TITLE INSURANCE AGENCY:** Republic Title of Texas, Inc. (Dallas, TX)

Shareholder, owner, partner or other person having, owning or controlling ten percent (1%) or more of the Title Insurance Title Agent:
First American Financial Corporation 100%

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

NONE

If the Title Insurance Agent is a corporation the following is a list of the members of the Board of Directors:
Chris M. Leavell, William A. Kramer, David A. Shuttee, Ward Willford, Bo Feagin, Peter Graf, David Kramer

If the Title Insurance Agent is a corporation, the following is a list of its officers:
William A. Kramer, Executive Chairman; David A. Shuttee, Executive Chairman; Ward Willford, Vice Chairman; Bo Feagin, President; Peter Graf, Executive Vice President and General Counsel; David Kramer, Executive Vice President; Lisa Murray, Senior Vice President and Chief Financial Officer.

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 any sum 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>
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<tbody>
<tr>
<td>Owner Policy</td>
<td>$</td>
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<tr>
<td>Loan Policy</td>
<td>$</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
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<tr>
<td>Total</td>
<td></td>
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Of this total amount $ or 15.00% will be paid to the policy issuing Title Insurance Company; $ or 85.00% 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>
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<tbody>
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<td>$</td>
<td></td>
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</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.
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 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
Republic Title of Texas, Inc. (*RTT*) is a wholly owned subsidiary of First American Title Insurance Company. RTT and its subsidiary and affiliated companies respect the privacy and security of your non-public personal information ("Personal information") and protecting your Personal information is one of our top priorities. This Privacy Statement explains RTT's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. RTT follows the privacy practices described in this Privacy Statement and, depending on use business performed, RTT may share information described herein.

**Applicability**
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. RTT and First American have also adopted broader guidelines that govern our use of Personal Information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**
Depending upon which of our services you are utilizing, the types of nonpublic Personal Information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer reporting agency; and
- Information from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites.

**Uses of Information**
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your Personal Information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of Personal Information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**
We will use our best efforts to ensure that no unauthorized parties have access to any of your Personal Information. We restrict access to Personal Information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your Personal Information will be handled responsibly and in accordance with this Privacy Policy and RTT and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your Personal Information.

**Information Obtained Through Our Web Site**
RTT and First American Financial Corporation are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit RTT or First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. RTT and First American use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the Personal Information. Usually, the Personal Information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any Personal Information with us, we will only use it its accordance with the policies outlined above.

**Business Relationships**
RTT and First American Financial Corporation's sites and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**
Some of RTT's and First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. Republictitle.com and FirstAm.com use stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**
- **Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
- **Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
- **Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
- **Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to correct consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
- **Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
- **Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Effective Date:** August 1, 2011
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, RTT’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Republic Title of Texas, Inc.
Peter S. Graf
General Counsel
2626 Howell Street, 10th Floor
Dallas, Texas 75204

Changes to this Privacy Statement
This privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated below, indicates the last time this Privacy Statement was revised or materially changed.
**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call First American Title Insurance Company’s toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Insurance Company at:

1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de First American Title Insurance Company’s para información o para presentar una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Insurance Company:

1 First American Way
Santa Ana, California 92707

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**
Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**
Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 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 September 25, 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 boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
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<th>Date of Sale</th>
</tr>
</thead>
<tbody>
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Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? [ ]

If yes above, describe relationship:  

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<tr>
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<tbody>
<tr>
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If a revised form is submitted, date of submission:  

2/28/2020

4840-3407-1220.v1
<table>
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If a revised form is submitted, date of submission:  

(Rows 141-439 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
** Elected Officials 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><strong>US Representative</strong> District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>State Senator</strong> District</td>
</tr>
<tr>
<td><strong>Support Letter</strong></td>
</tr>
<tr>
<td><strong>City Mayor</strong></td>
</tr>
<tr>
<td><strong>School Superintendent</strong> District Name Email</td>
</tr>
<tr>
<td><strong>Address</strong> City Zip</td>
</tr>
<tr>
<td><strong>Presiding officer of Board of Trustees</strong> Email</td>
</tr>
<tr>
<td><strong>Address</strong> City Zip</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.

(If box above is checked, the rest of the form may be left BLANK.)

No Pre-Application was submitted.
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. Insert an explanation behind this tab.

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>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
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5. 

Neighborhood Organizations (Continued)
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<tr>
<th></th>
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<td>11.</td>
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</tbody>
</table>
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.

**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 entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity 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 the complete Application is 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
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ______ day of ______, ______

______________________________
Notary Public Signature

Seal
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature of Applicant/Development Owner]

[Signature]

Printed Name

Brian McGeady

[Signature]

Notary Public, State of Ohio

[Signature]

County of

Date

2/28/2020

My Commission expires

03/18/23

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 18th day of February, 2020

[Signature]

Notary Public Signature

[Seal]

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-18-2023

2/19/2020
### Development Narrative

1. **The proposed Development is:**
   - **New Construction**
     - (adaptive reuse select New Construction here and adaptive reuse in next box)
     - If Acquisition/Rehab or Rehab, original construction year:
     - If Reconstruction, Units Demolished: 
     - Units Reconstructed: 

2. **The Target Population will be:**
   - General
     - 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):
         - [ ]
         - [ ]
         - [ ]
       - Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below:

### Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
  - [ ] Homeless or Persons at-risk of homelessness
  - [ ] Persons with physical, intellectual, and/or developmental disabilities
  - [ ] Youth aging out of foster care
  - [ ] Persons eligible to receive primarily non-medical home or community-based services
  - [ ] Persons transitioning out of institutionalized care
  - [ ] Persons unable to secure permanent housing elsewhere due to high barriers
  - [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities
  - [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)
  - Describe:

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.
- [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
# Development Narrative

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

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
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<tr>
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(adaptive reuse select New Construction here and adaptive reuse in next box)

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
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<tbody>
<tr>
<td>93057 &amp; 95081</td>
<td>approx. 1940s</td>
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<thead>
<tr>
<th>If Reconstruction,</th>
<th>Units Demolished</th>
<th>Units Reconstructed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>120</td>
<td>120</td>
</tr>
</tbody>
</table>

## 2. The Target Population will be:

### General

NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

- [ ] 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):

- Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

### Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- [ ] The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- [ ] Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
  - Homeless or Persons at-risk of homelessness
  - Persons with physical, intellectual, and/or developmental disabilities
  - Youth aging out of foster care
  - Persons eligible to receive primarily non-medical home or community-based services
  - Persons transitioning out of institutionalized care
  - Persons unable to secure permanent housing elsewhere due to high barriers
  - Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
  - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)
  
  Describe: 

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.
- [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.

Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.

As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.

Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).

Development has permanent foreclosable, must-pay debt sourced from federal funds.

Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.

If the Development is financed with debt that does not meet the requirements above, Application must include:

- Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
- Documentation of how resident feedback has been incorporated into Development design;
- Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
- Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;
- and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria:
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

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.

   **If a revised form is submitted, date of submission:**
5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds</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>0.00%</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>$1,810,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) 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>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Nonprofit</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: 93057 & 95081 and TDHCA funding source: HTC

Has this site/activity previously received non-TDHCA federal funding? Yes

If yes, source: Section 8 Housing Assistance Payment Contract
Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**
   Pursuant to §42(g)(1)(A) - (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: 

   [2/28/2020]
### Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**
   - # of Units: 120
   - Points: 14
   - 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:
     - | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
     - | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |
   - **OR:**
     - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.
   - **B. Unit Requirements (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 requesting Direct Loan and not concurrently 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(2), see Tab 19 for Resident 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).
   - 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).
### Development Activities II

**Points claimed:** 6

1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

| 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 |

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>550</td>
</tr>
<tr>
<td>1</td>
<td>650</td>
</tr>
<tr>
<td>2</td>
<td>850</td>
</tr>
<tr>
<td>3</td>
<td>1,050</td>
</tr>
<tr>
<td>4</td>
<td>1,250</td>
</tr>
</tbody>
</table>

2. **Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]**

* Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDL Self Score tab.

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

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

**Percentage used for calculation of eligible points under §11.9(c)(1)**

 Application is seeking points for Rent Levels of Residents.

**Direct Loan Points Claimed: 0**

3. **Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]**

**Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000**

**Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000**

**Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. Points claimed here will appear on the MFDL Self Score tab.**

**Application is seeking points for Subsidy Per Unit.**

**Direct Loan Points Claimed: 0**

4. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**

**Number of Units at 50% or less of AMGI**

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

**Percentage used for calculation of eligible points under §11.9(c)(1)**

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

**Number of 30% Units used to score points under §11.9(c)(2)**

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

**A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and**

| Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) | Points claimed: 0 |
| Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) | Points claimed: 15 |

**B. Development proposed in all other areas.**

| Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) | Points claimed: 0 |
| Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) | Points claimed: 0 |

**OR (DO NOT COMPLETE BOTH)**

**Self Score Total: 121**
A. Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

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 (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

B. Development proposed in all other areas.

- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

Application is seeking points for Pre-Application Points. Points Claimed: 11

This box will populate after the calculation is completed.

Average Income from Tab 24

0.00

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

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:

Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)

Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)

Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)

At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points)

Application is seeking points for Rent Levels of Residents. Points Claimed: 15

6. Resident Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(2)]

- 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. 10

- 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 Resident Services. Points Claimed: 11

7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]

A. Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)

B. Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the At-risk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)

Application is seeking points for Residents with Special Housing Needs. Points Claimed: 3

8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

Development is requesting Pre-Application Points. 6

9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

- Development will maintain a 35 year Affordability Period. 0
- Development will maintain a 40 year Affordability Period. 0
- Development will maintain a 45 year Affordability Period. 4

Application is seeking points for Extended Affordability. Points Claimed: 4

10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

Application requests points for Historic Preservation.
Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.

Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.

Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.

Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.

At least 75% of the residential units will be within the Certified Historic Structure.

**Attached behind this tab are the THC letter and other documentation described above.**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11. <strong>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</strong></td>
<td></td>
</tr>
<tr>
<td>x 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>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12. <strong>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</strong></td>
<td></td>
</tr>
<tr>
<td>x Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.</td>
<td>1</td>
</tr>
</tbody>
</table>
**EXISTING DEVELOPMENT INFORMATION**

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

   - **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 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.

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

     - Are owned by a public housing authority (PHA) or a public facility corporation (PFC) 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 PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
     - Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA 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 PHA’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
     - The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR
### At-Risk Set-Aside (continued)

The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

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

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

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

- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

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

#### 2. Existing Development Assistance

**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:

- The Project has a Housing Assistance Payments Contract for Section 8 assistance for 82 units currently renewed on an annual basis. The HAP Contract will be transferred to new owner, amended to cover 29 new construction units, and renewed for 20 years when the Project is complete.

- Property has an existing TDHCA LURA
- TDHCA LURA Amendment request has been submitted

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

**The source of funds is:**

- **Section 8**
  - The annual amount of funds is: **$794,472**
  - The number of units receiving assistance: **82**
  - The term of the contract or agreement is (date): **7/1/2019**
  - The expiration of the contract or agreement is (date): **7/1/2020**

**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): **12/08/93**

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)?

- Yes

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

How many buildings will be acquired for the Development?

- **21**

All buildings acquired will be demolished. - bps
Are all the buildings currently under control by the Development Owner?  

**yes**

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

When will the remaining buildings be under control?  

<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>Purchase and Sale Agreement</td>
<td>Purchase Contract</td>
<td>3/1/2021</td>
<td>120</td>
<td>1,000,000</td>
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<tr>
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</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:  

   **x** Related Party  

   **Unrelated Party**

2. Building(s) acquired or to be acquired with Buyer’s Basis:

   **Not Determined with reference to Seller’s Basis**

   **Determined with reference to Seller’s Basis**

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approximately 1805 S. Zang, Dallas, TX 75224</td>
<td>12/21/1995</td>
<td>12/1/2020</td>
<td>25</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

3. **Lead Based Paint (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.
3. Regarding Tab 19, Existing Development Information form, part 1, the item that was marked as validation for applying in the At-Risk Set-Aside was “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.” Notwithstanding the history of the development’s donation by HUD, please identify the location in the application of documentation that the project proposed for demolition and reconstruction is HUD-owned or otherwise explain how the development proposal meets the requirement for applying for the At-Risk Set-Aside under the criterion selected. If applicable, document that the preceding two phases of redevelopment of property in the HUD transfer applied for (in the case of the Forward Commitment) or were awarded their tax credits via applications in the At-Risk Set-Aside.

The 48.4077-acre site of Parks at Wynnewood was owned by HUD and then sold to Dallas City Homes, Inc. (the Seller’s predecessor in title) in 1993. A copy of the Amended and Restated Special Warranty Deed (the “HUD Deed”) is shown at page 274 of the Application. On page 279 of the Application, Article 4 of the HUD Deed references the original 15-year Section 8 HAP, which HUD agrees to provide to the Grantee for the benefit of the property in accordance with 24 CFR Part 886, Subpart C. That HAP has been renewed and extended multiple times, and has been the basis of the granting of 9% Housing Tax Credits to the first two phases of the redevelopment of Parks at Wynnewood. As evidence that the prior two phases of this redevelopment were awarded 9% tax credits through the At-Risk Set-Aside, I provide you with copies of the following:

(i) The At-Risk and USDA Awarded and Active Applications Log dated as of September 9, 2010, which shows that #10044 Wynnewood Seniors Housing was awarded a Forward Commitment of 2011 Credits Made in 2010, with the Nonprofit and At-Risk Set-Aside boxes checked; and

(ii) The 2013 Competitive (9%) Housing Tax Credit (HTC) Program Awards and Waiting List Recommendations dated as of November 4, 2013, which shows that #13234 Wynnewood Family Housing was awarded a Commitment of 2013 Credits, with the Nonprofit and At-Risk Set-Asides indicated.

If any additional evidence of such qualification for the At-Risk Set-Aside is needed, please let me know. I am working from home during the Corona Virus Pandemic and the above are the evidence readily available to me. [See Exhibit 3]

4. Regarding part 2 of the exhibit referenced in item 2 above, please confirm that an application to HUD for a HAP contract for 29 units for 20 years as the application proposes, has not yet been made.

Although we have not yet applied to HUD for the HAP to be divided and extended, we have discussed this plan with HUD and they are aware that the request will be made if the Project is awarded Tax Credits. This is how it was handled for the prior two phases of redevelopment.

5. Regarding part 2, above, please explain how/why it is sufficient for participation in the At-Risk Set-Aside to replace the 82-unit HAP contract with a HAP contract for 29-units.

When we first started this redevelopment of the 404-unit Parks at Wynnewood, that development had a HAP providing Section 8 subsidy for 127 units. We have transferred portions of the Section 8 units to the various phases of redevelopment. The first phase of
the redevelopment used Section 8 subsidy for 11 senior units, which were allocated to the Wynnewood Seniors Housing project (now known as Highpoint Seniors). The second phase of redevelopment used 34 units of Section 8 subsidy for Wynnewood Family Housing (now known as Highpoint Family Living). Section 8 subsidy for 82 units remains with the parent development, of which we plan to use 29 for the current Applicant, leaving sufficient subsidy for 53 units still available to the remaining units at Parks at Wynnewood.

6. Please submit the rent roll as a pdf document.

We have enclosed a copy of the rent roll as a PDF document as Exhibit 6. This is submitted separately per Tab 20 instructions.

7. Relocation Plan says $300,000 is budgeted. Cost Schedule lists a cost of $400,000.

Initial estimates for the relocation budget were less than $400,000 but the final estimated costs are $400,000. We have enclosed an updated page from the relocation plan with the $400,000 figure highlighted and have not subsequently changed the development cost schedule line item for Relocation Costs. This is enclosed as Exhibit 7.

8. Please label the accessible route on the site plan or provide a legend.

Please see Exhibit 8 which has a revised site plan with an accessible route marked.

9. Please label the van accessible parking spaces on the site plan.

Exhibit 9 shows the revised site plan with accessible parking spaces labeled.

10. Please state that there is no floodplain on the site plan.

Please see Exhibit 10 which indicates there is no floodplain on the site plan.

11. Tab 43 certification of common area includes the storage/telecom spaces, 1,221 square feet. Please see definition of Common Area and check for other inapplicable inclusions space and for inappropriate omissions of space.

Please see enclosed revised Tab 43 certification that includes an appropriate accounting of Common Area as Exhibit 11.

12. Please submit the first floor plan for building 2.

Please see Exhibit 12 for the missing first floor plan for building 2.

13. Please label B1a floor plan (sheet A2.09) as ADA.

Exhibit 13 attached shows the B1a floor plan labeled as ADA.
**At-Risk and USDA Awarded and Active Applications ("At-Risk A/F/N")**

**2010 Competitive Housing Tax Credit Program Waiting List**

**As of the September 9, 2010, TDHCA Board Meeting**

<table>
<thead>
<tr>
<th>File #</th>
<th>Status 1</th>
<th>Development Name</th>
<th>Address</th>
<th>City</th>
<th>Allocation 2</th>
<th>Set-Asides USDA NP AR</th>
<th>Li Units</th>
<th>Total Units</th>
<th>Target Pop</th>
<th>Housing Activity</th>
<th>Recommended Owner Contact</th>
<th>TDHCA HOME</th>
<th>Final Score</th>
<th>Comment 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>10058</td>
<td>9 A</td>
<td>Guild Park Apts</td>
<td>779 W. Mayfield</td>
<td>San Antonio</td>
<td>Urban</td>
<td>✓ ✓ ✓</td>
<td>114 114 G 1 RH</td>
<td>$1,127,186</td>
<td>Gilbert M. Piette</td>
<td>223.0</td>
<td>Competitive in At-Risk Set-Aside</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10238</td>
<td>8 A</td>
<td>Prince Hall Plaza</td>
<td>700 Doris St.</td>
<td>Navasota</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>60 60 G 1 RH</td>
<td>$624,203</td>
<td>K.T. (Ike) Akbari</td>
<td>219.0</td>
<td>Competitive in At-Risk Set-Aside</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10239</td>
<td>3 A</td>
<td>Prince Hall Gardens</td>
<td>1800 E. Robert</td>
<td>Fort Worth</td>
<td>Urban</td>
<td>✓ ✓ ✓</td>
<td>100 100 G 1 RH</td>
<td>$1,064,555</td>
<td>K.T. (Ike) Akbari</td>
<td>211.0</td>
<td>Competitive in At-Risk Set-Aside</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10150</td>
<td>9 A</td>
<td>Woodlawn Ranch Apts</td>
<td>330 W. Cheryl Dr.</td>
<td>San Antonio</td>
<td>Urban</td>
<td>✓ ✓ ✓</td>
<td>200 252 G 1 NC</td>
<td>$2,000,000</td>
<td>Stephen J. Poppoan</td>
<td>211.0</td>
<td>Competitive in At-Risk Set-Aside</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10020</td>
<td>9 A</td>
<td>La Posada del Rey Apts</td>
<td>3135 Roosevelt Ave.</td>
<td>San Antonio</td>
<td>Urban</td>
<td>✓ ✓ ✓</td>
<td>145 145 G 1 RH</td>
<td>$1,375,129</td>
<td>Jennifer Chester</td>
<td>207.0</td>
<td>Competitive in At-Risk Set-Aside</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10212</td>
<td>8 A</td>
<td>Longbridge Apts</td>
<td>921 N. Tyus St.</td>
<td>Groesbeck</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>28 28 G 1 RH</td>
<td>$199,376</td>
<td>Dennis Hoover</td>
<td>206.0</td>
<td>Competitive in USDA Allocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10226</td>
<td>3 A</td>
<td>Red Oak Apts</td>
<td>413 &amp; 507 West Red Oak Rd.</td>
<td>Red Oak</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>116 116 G 1 RH</td>
<td>$1,029,742</td>
<td>Paul Patierno</td>
<td>203.0</td>
<td>Competitive in USDA Allocation</td>
<td></td>
<td></td>
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<tr>
<td>10112</td>
<td>10 A</td>
<td>Country Village Apts</td>
<td>1500 Hackberry Ln.</td>
<td>Mathis</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>36 36 E 1 RH</td>
<td>$270,645</td>
<td>Dennis Hoover</td>
<td>197.0</td>
<td>Competitive in USDA Allocation</td>
<td></td>
<td></td>
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<tr>
<td>10213</td>
<td>6 A</td>
<td>Heritage Square Apts</td>
<td>7626 Hwy 50 South</td>
<td>Wallis</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>24 24 G 1 RH</td>
<td>$193,607</td>
<td>Dennis Hoover</td>
<td>196.0</td>
<td>Competitive in USDA Allocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10211</td>
<td>4 A</td>
<td>Riverplace Apts</td>
<td>1304 West Ave. A</td>
<td>Hooks</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>28 40 G 1 RH</td>
<td>$239,854</td>
<td>Dennis Hoover</td>
<td>184.0</td>
<td>Competitive in USDA Allocation</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10253</td>
<td>6 A</td>
<td>Brookwood Apts</td>
<td>444 Jefferson St.</td>
<td>West Columbia</td>
<td>Rural</td>
<td>✓ ✓ ✓</td>
<td>50 50 E 1 RH</td>
<td>$321,049</td>
<td>Ronald Potterpin</td>
<td>183.0</td>
<td>Competitive in USDA Allocation</td>
<td></td>
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</tbody>
</table>

**Estimated State Ceiling to be Allocated:** $8,115,778

---

1 = Status of Award Abbreviation: Development Previously Awarded 2009 Housing Tax Credits=A, Forward Commitment from 2011 Ceiling=F, Not Recommended for Award=N.
2 = Allocation: Rural Regional Allocation or Urban Regional Allocation.
3 = Set-Aside Abbreviations: TRDO-USDA=USDA, Nonprofit=NP, At-Risk=AR.
4 = Target Population Abbreviation: Intergenerational=I, Elderly=E, General=G.
5 = Housing Activity: New Construction=NC, Rehabilitation (includes Reconstruction)=RH, Adaptive Reuse=ADR.
6 = Comment: Reason for Recommendation
* = Development is displaying the requested amount because a real estate analysis has not yet been completed.
** = Property site is located in a Hurricane Ike County.
<table>
<thead>
<tr>
<th>Region</th>
<th>Status ¹</th>
<th>Development Name</th>
<th>Address</th>
<th>City</th>
<th>Allocation ²</th>
<th>USDA NPAR</th>
<th>Li Units</th>
<th>Total Units</th>
<th>Target ³</th>
<th>Housing Activity</th>
<th>Recommended ⁴</th>
<th>Owner Contact</th>
<th>TDHCA HOME</th>
<th>Final Score</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>10225</td>
<td>N</td>
<td>North MacGregor Arms</td>
<td>3533 N. MacGregor</td>
<td>Houston</td>
<td>Urban</td>
<td></td>
<td>64</td>
<td>64</td>
<td>G</td>
<td>3 RH</td>
<td>$890,966</td>
<td>Janet Miller</td>
<td></td>
<td>190.0</td>
<td>Not Competitive in Region</td>
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<td></td>
<td></td>
<td>Total:</td>
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<td></td>
<td></td>
<td></td>
<td>184</td>
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<td>14</td>
<td>Total Applications</td>
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<td></td>
<td></td>
<td></td>
<td>1,225</td>
<td>1,289</td>
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</tbody>
</table>

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** = Property site is located in a Hurricane Ike County.
MF-6/15/2020_12:30pm-bps
Texas Department of Housing and Community Affairs
2013 Competitive (9%) Housing Tax Credit (HTC) Program
Awards and Waiting List Recommendations
The Application log is organized by region and subregion. Applicants selecting the At-Risk/USDA Set-Asides are listed first and are organized by score rather than by
region. Detailed instructions regarding how to interpret the information presented here is included in previously posted logs on the Department's website.

Version date: November 4, 2013

Review Status

X

Acq/Rhb

56

0

56

General

$290,711

X

James W. Fieser

Melissa Baughman

107

10

12

10

4

143

C

Commitment Issued

48183010600 1st Q

X

X

Acq/Rhb

40

0

40

Elderly

$327,223

X

Dennis Hoover

Kim Youngquist

101

10

12

10

4

137

C

Commitment Issued

48281950400 4th Q

23.4%

13212

Prairie Village

1915 N Wharton St

El Campo

77437

Wharton

6

Rural

X

Acq/Rhb

37

1

38

Elderly

$332,500

X

Matt Rule

Suzann Cunningham

101

8

12

14

0

135

C

Commitment Issued

48481740800 2nd Q

19.0%

13252

Oak Creek Village

2324 Wilson St

Austin

78704

Travis

7

Urban

X

13119

Emma Finke Villas

1101 E Kennedy St

Beeville

78102

Bee

10

Rural

X

X

13003

Crossing at Oak Grove

200 Daniels Dr

Kerens

75144

Navarro

3

Rural

X

13048

Shepherd Seniors Apartments

1791 S Byrd Ave

Shepherd

77371

San Jacinto

5

Rural

X

3

Urban

X

Rural

X

X

X

Low Income Units

HTC Request or
Recommend.*

Applicant Contact

Second Contact

Status of Award

Census Tract

Poverty Rate

Total Possible Score

X

Rural

Target Population

(5) QCP

Rural

8

Total Units

4

Lampasas

Market Rate Units

Gregg

76550

Construction Type

75662

Lampasas

County

Nonprofit Set‐Aside

Kilgore

205 Riverview Dr

Zip Code

USDA Set‐Aside

400 Pine Burr

Pecan Creek Village

City

At‐Risk Set‐Aside

Stone Creek Apartments

Development Address

Urban/Rural

13004
13207

Development Name

Region

(6) Other than QCP

(4) Senator/Rep letters

(3) Development Cost/Ft

(2) Adjustments (CRP /
deductions)

(1) Points Requested /
Awarded

REA review complete*

Application Number

Quartile of Median HH
Income

Basic Demographic Information for
Census Tract

Review Status: C = complete; UR = under review; N = not
reviewed

At‐Risk Set‐Aside

13234

Wynnewood Family Housing

Appr 2048 S Zang Boulevard

Dallas

75224

Dallas

13047

GardenWalk of La Grange, Schulenburg, and
Weimar

1018 N Madison, 104 Simpson, 303 N Smith

La Grange, Schulenburg,
Weimar

Fayette, Fayette,
Colorado

13006

Country Place Apartments

1300 Courtland Road

Atlanta

78945,
78956,
78962
75551

Cass

4

Rural

X

13089

Pinewood Park

120 Kirksey Dr

Lufkin

75904

Angelina

5

Rural

X

13007

Spring Creek Apartments

305 Hwy 8 N

Linden

75563

Cass

4

Rural

X

13001

Sunset Place Apartments

100 Sunset

Malakoff

75148

Henderson

4

Rural

X

13232

Pine Lake Estates

2012 Durst St

Nacogdoches

75964

Nacogdoches

5

Rural

13069

Grand Manor Apartments

2700 N Grand Ave

Tyler

75702

Smith

4

Urban

Estimated Amount Available to Allocate

10.0%

NC

173

0 173

General

$2,000,000

X

Rene Campos

Mark Rogers

98

10

12

14

0

134

C

Commitment Issued

48453001305 3rd Q

26.7%

Rehab

76

0

76

General

$391,709

X

Adrian Iglesias

Viola Salazar

100

8

12

10

4

134

C

Commitment Issued

48025950300 3rd Q

15.6%

X

Acq/Rhb

32

0

32

General

$226,432

X

James W. Fieser

Melissa Baughman

99

8

12

10

4

133

C

Commitment Issued

48349970600 4th Q

17.4%

X

Acq/Rhb

32

0

32

Elderly

$186,676

X

Shepherd Seniors Housing, Ltd.

James E. Washburn

99

8

12

10

4

132

C

Commitment Issued

48407200101 3rd Q

22.5%

48113006200 3rd Q

24.1%

X

X

‐1

NC

160

0 160

General

$1,928,670

X

Brian L. Roop

Tamea A. Dula

96

8

12

10

4

130

C

Commitment Issued

Acq/Rhb

40

0

40

General

$297,029

X

Shawn Smith

Corey Farmer

92

10

12

10

4

128

C

Commitment Issued

Acq/Rhb

72

0

72

General

$456,288

X

Marlon Sullivan

Winston Sullivan

94

10

12

10

4

127

C

Commitment Issued

48067950400 4th Q

26.6%

Acq/Rhb

94

0

94

General

$860,855

X

Tracy Ambridge

Tamea Dula

89

8

12

14

0

123

C

Commitment Issued

48005000500 4th Q

36.7%

X

Acq/Rhb

24

0

24

General

$190,179

X

Marlon Sullivan

Winston Sullivan

93

‐8

10

12

10

4

121

C

Commitment Issued

48067950600 3rd Q

18.4%

X

Acq/Rhb

36

0

36

General

$240,606

X

James W. Fieser

Melissa Baughman

87

‐1

8

12

10

4

120

C

Commitment Issued

48213951000 4th Q

18.2%

X

Acq/Rhb

100

0 100

Elderly

$714,418

X

Rick J. Deyoe

Juli Gonzalez

85

8

12

10

4

119

C

Commitment Issued

48347950700 4th Q

50.7%

X

Acq/Rhb

120

0 120

General

$1,194,270

X

Melissa Adami

Dewey Stevens

88

8

0

14

0

110

C

Commitment Issued

48423000201 4th Q

33.9%

X

Victoria W. Spicer

Dru Childre

107

10

0

10

4

131

C

Commitment Issued

48189950300 1st Q

5.3%

Justin Zimmerman

Ben Mitchell

106

10

0

10

4

130

C

Commitment Issued

48219950500 2nd Q

14.9%

X

Brett Johnson

Matt Gillam

98

10

0

10

4

121

C

Commitment Rescinded

48179950300 1st Q

5.2%

X

Commitment Issued

48303010511 1st Q

6.7%

X

$8,800,591

Total HTCs Requested/Awarded

‐3

$9,637,566

Amount Available in USDA Set‐Aside $2,937,270

Region 1 / Rural
13139

Stonebridge of Plainview

NEC of Mesa Dr & 16th St

Plainview

79072

Hale

1

Rural

NC

53

27

80

General

$647,000

13129

Rose Meadows Apartments

SWC of Alamo Rd & Holly St

Levelland

78336

Hockley

1

Rural

NC

38

10

48

General

$442,000

13245

The Reserves at Sawgrass

SEQ of Navajo Rd & Laguna Dr

Pampa

79065

Gray

1

Rural

NC

38

10

48

General

$525,830

Estimated Amount Available to Allocate

$656,943

Total HTCs Requested/Awarded

‐1

$1,614,830

Region 1 / Urban
13247

The Reserves at South Plains

SE Corner of Ave U & 98th St Lubbock

Lubbock

79423

Lubbock

1

Urban

NC

83

25 108

General

$1,101,991

Brett Johnson

Matt Gillam

105

10

12

10

4

141

C

13106

Playa Lake Apartments

Ave U, 1 block S of 82nd St

Lubbock

79423

Lubbock

1

Urban

NC

97

23 120

General

$1,075,000

Justin Zimmerman

Ben Mitchell

103

10

12

10

4

139

N

48303010506 2nd Q

8.5%

13010

Plum Creek Estates

Plum Creek Dr E of Tascosa Rd

Amarillo

79124

Potter

1

Urban

NC

96

General

$1,132,040

Tim Lang

Brenda Given

102

10

12

10

4

138

N

48375013300 1st Q

6.4%

X

Justin Zimmerman

Ben Mitchell

112

10

12

10

4

148

C

Commitment Issued

48093950200 2nd Q

16.8%

X

Brett Johnson

Matt Gillam

87

10

12

10

4

123

C

Commitment Issued

48485012600 2nd Q

8.7%

Estimated Amount Available to Allocate

$1,149,932

0

96

Total HTCs Requested/Awarded

$3,309,031

Region 2 / Rural
13128

Winchester Arms Apartments

Estimated Amount Available to Allocate

SWC of W Summit Ave & State Hwy 16

Comanche

79118

Comanche

2

Rural

NC

$511,612

38

10

48

General

Total HTCs Requested/Awarded

$434,000
$434,000

Region 2 / Urban
13246

The Reserves at Maplewood

Estimated Amount Available to Allocate

S side of N Regent Dr, E of McNiel Ave
$601,283

Wichita Falls

76308

Wichita

2

Urban

NC

36

0

36

General

Total HTCs Requested/Awarded

Page 1 of 5

$571,912
$571,912

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

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR LOW-INCOME HOUSING TAX CREDITS (this "Declaration"), dated as of 12-21-95, is made by and between (together with its successors and assigns, the "Project Owner") and The Texas Department of Housing & Community Affairs, an instrumentality of the State of Texas and a public corporation (together with any successor to its rights, duties and obligations, the "Department"), and is given by Project Owner as a condition precedent to [the determination that the Project, as defined herein, satisfies the requirements of the State of Texas's Qualified Allocation Plan] the allocation of low-income housing tax credits (the "Tax Credits"), pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and regulations promulgated pursuant thereto (the "Code"), by the Department. This Declaration incorporates the extended low-income housing commitment required by Section 42(h)(6) of the Code.

*WCH Limited Partnership

WITNESSETH:

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

**The Parks At Wynnewood Apartments

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

WHEREAS, the Project Owner has applied to the Department for an allocation of Tax Credits to the Project in an amount not to exceed *** Tax Credit dollars ($1,347,852

***One Million Three Hundred Forty-Seven Thousand Eight Hundred Fifty-Two

WHEREAS, the Project Owner has represented to the Department in the Project Owner's Low-Income Housing Tax Credit Application (the "Application"), authorized by the Department's Low-Income Rental Housing Tax Credit Rules (the "Department Rules"), that the Project Owner shall lease 100% of the units in the Project to individuals or families whose income is 60% or less of the area median gross income (including adjustments for family size), as more specifically provided herein;

WHEREAS, the Department has determined that the Project would support an allocation of Tax Credits in the amount of $1,042,989: ($10,429,890 over 10 years)

WHEREAS, the Project Owner has represented to the Department in the Application that it will impose additional rent restrictions N/A (Optional, check if applicable);

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

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

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

95250 01506
SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

"Minimum Applicable Fraction" means the percentage with respect to a building in the Project, calculated as the lesser of the percentage of Units in such building which are Low-Income Units or the percentage of floor space of all Units in such building which is in Low-Income Units, all calculated as required pursuant to Section 42(c)(1) of the Code, which serves as the basis for the Department's allocation of Tax Credits to the building as provided in Section 4(c) hereof.
"Rent-Restricted" means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Code.

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

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

"State" means the State of Texas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) During the Term of this Declaration, the Project Owner covenants, agrees and warrants that each Low-Income Unit is and will remain suitable for occupancy to the extent required by Texas Law and under regulations prescribed by the Secretary, taking into account local health, safety, and building codes.
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW INCOME HOUSING TAX CREDITS (8/95)
PAGE 5

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

(j) The Project Owner agrees to notify the Department in writing prior to any sale, transfer or exchange of the entire Project or any building therein, and to provide to the Department the name(s) and address(es) of the prospective successor owner and operator of the Project or building.

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

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

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

SECTION 4 - INCOME RESTRICTIONS/RENTAL RESTRICTIONS

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

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

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

(Check applicable percentage election)

(b) The determination of whether a Tenant is a Low-Income Tenant shall be made by the Project Owner at least annually on the basis of the current income of such Low-Income Tenant. If, upon any such annual certification, the Tenant of a Low-Income Unit who was, at the last annual income certification, a Low-Income Tenant, is found no longer to be a Low-Income Tenant, such Unit will continue to be treated as a Low-Income Unit until the next available Unit of comparable or smaller size in the Project is rented to a person who is not a Low-Income Tenant. A Low-Income Unit
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW INCOME HOUSING TAX CREDITS (8/95)

PAGE 6

that has been vacated will continue to be treated as a Low-Income Unit, provided that (i) reasonable attempts are made to rent the Unit and (ii) no other Units of comparable or smaller size in the Project are rented to persons who are not Low-Income Tenants. In no case will a Unit be treated as a Low-Income Unit if all the Tenants of the Unit are students (as determined under Section 151(c)(4) of the Code), no one of whom is entitled to file a joint income tax return; provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code.

(c) The Project will contain 404 Units, of which at least 404 will be Low-Income Units. The amount of Tax Credits allocated to the Project is based on the requirement that the Minimum Applicable Fraction for each building in the Project will be at least 100 percent or as specified, building-by-building, at Appendix A hereto. During the Term of this Declaration, Units at the Project shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants, such that each building in the Project shall at all times satisfy the Minimum Applicable Fraction for such building. The Project Owner’s failure to ensure that each building in the Project complies with such requirement will cause the Department to report such fact to the Service and may result in the reduction and recapture by the Service of Tax Credits, as well as other enforcement action.

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

(e) The Project Owner will not refuse to lease a Unit at the Project to a prospective Tenant who holds a voucher or certificate of eligibility for assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended, because of the status of such prospective Tenant as the holder of such voucher or certificate.

SECTION 5 - TERM OF DECLARATION

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

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

(1) with respect to any building in the Project, on the date such building is acquired by foreclosure (or instrument in lieu of foreclosure), unless the Secretary or his delegate determines that such acquisition is part of an arrangement with the taxpayer a purpose of which is to terminate such period; or

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

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

SECTION 6 - ENFORCEMENT

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DECLARATION OF LAND USE RETRICITVE COVENANTS
FOR LOW INCOME HOUSING TAX CREDITS (8/95)
PAGE 7

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

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

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

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

SECTION 7 - FEES

(a) In order to compensate the Department for its responsibilities pursuant to Section 42(m)(I)(B)(iii) of the Code, the Project Owner shall pay to the Department an annual administrative fee for the first twelve month period of this Declaration in the amount of $15 per Unit required to be held available under Section 4(c) hereof, but in no event shall the fee be less than $100.

(b) If the Department shall find the Project not to be in compliance with the terms hereof, the Project Owner shall pay to the Department an additional administrative fee in an amount prescribed from time to time by the Department, which amount for the first twelve month period of this Declaration, shall not exceed $15 per Unit required to be held available under Section 4(c) hereof for additional monitoring and enforcement activities undertaken with respect to the Project. The administrative fee payable in the event of noncompliance shall be in addition to, and distinct from, the amount due pursuant to Section 7(a), as well as any reimbursements of costs and legal fees to which the Department may be entitled as a result of judicial enforcement action, and such fee shall be payable without respect to whether the Department undertakes or succeeds in judicial enforcement activities, and any right to be compensated therefor, for a period of up to three years following its most recent finding of noncompliance with respect to the Project.

(c) For each successive twelve month period following the initial twelve month period of this Declaration, the administrative fees payable to the Department hereunder shall be the amounts established for the most recent administrative fee, multiplied by the increase in the Consumer Price Index for All Urban Consumers (CPI-U) published...
by the Bureau of Labor Statistics of the United States Department of Labor (or generally recognized successor to such Index) for the same twelve month period of time.

(d)  Notwithstanding anything in Sections 7(a) and (c) of this Declaration to the contrary, Project Owner shall not be required to pay an annual administrative fee during the Term of this Declaration if prior to the issuance by the Department of Internal Revenue Service Form 8609, Project Owner has paid to the Department with respect to the Project a lump sum compliance monitoring fee for the entire Term as set forth in the Department Rules and the application submission procedures manual produced by the Department in connection with the allocation of Tax Credits. Provided, however, Project Owner will be required to pay any additional administrative fees owed from time to time during the Term of this Declaration in accordance with Section 7(b) hereof.

SECTION 8 - MISCELLANEOUS

(a)  Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

(b)  Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, delivered by hand, or delivered by any other method permitted by law, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.
DECLARATION OF LAND USE RETRICITIVE COVENANTS
FOR LOW INCOME HOUSING TAX CREDITS (R/95)
PAGE 9

To the Department:

Texas Department of Housing & Community Affairs
P.O. Box 13941 Capital Station
Austin, Texas 78711-3941
Attn: Low-Income Tax Credit Program

To the Project Owner:

WCH Limited Partnership
312 West 7th Street
Dallas, Texas 75208
Attn: Mr. Duane McClurg

The Department, and the Project Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. This Agreement may not be amended or modified except by written instrument signed by Project Owner and approved by Department, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the real property records in the county where the Property is located. Upon request by the Department, the Project Owner agrees that it will take all actions necessary to effect any amendment of this Declaration which may be necessary in the Department's sole discretion to comply with the Code, and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Tax Credits.

(d) Subordination of Declaration. This Declaration and the restrictions hereunder are subordinate to all loans and loan documents, if any, relating to the Project, except as provided in Sections 5(b)(1) and 5(c) hereof and in the Consent and Subordination of Existing Lienholder, with respect to each existing lienholder, attached hereto.

(e) Governing Law. This Declaration shall be governed by the laws of the State of Texas, and, where applicable, the laws of the United States of America.

(f) Survival of Obligations. The obligations of the Project Owner as set forth herein and in the Application shall survive the allocation of the Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation.
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW INCOME HOUSING TAX CREDITS (9/95)
PAGE 10

(g) Interpretation. The Department's interpretation of this Declaration shall be controlling for purposes of determining whether (i) the Compliance Period and/or Credit Period shall have commenced, (ii) this Declaration shall have been terminated in accordance with Section 5 hereof, and (iii) the Additional Use Restrictions elected at Appendix A hereto, if any, shall have been complied with.

IN WITNESS WHEREOF, the Project Owner has caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

PROJECT OWNER:

WCH Limited Partnership

By: [Signature]
Name: Duane Mccabe
Title: President

MANAGING GENERAL PARTNER
WCH LIMITED PARTNERSHIP

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: [Signature]
Name: Larry Paul Manley
Title: Executive Director

95250 01515
STATE OF __________________
COUNTY OF __________________

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

[Name], whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of such document, executed the same voluntarily. Given under my hand, official seal this ______ day of ________________, 1995.

[Signature]
Notary Public
My Commission expires: ____________________
STATE OF Texas
COUNTY OF Travis

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Paul Manley, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of such document, executed the same voluntarily. Given under my hand, official seal this 27 day of December, 1995.

DINA B. GONZALEZ
Notary Public
My Commission expires: 5-7-96

95250 01517
ADDENDUM A TO DECLARATION

Consent and Subordination of Existing Lienholders.
CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned lienholder ("Lienholder") hereby consents to the execution by Project Owner of the foregoing Declaration.

Lienholder hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

Lienholder acknowledges and agrees that pursuant to Section 5(b) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or deed in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with Borrower a purpose of which is to terminate such period); provided, however, Lienholder hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the project.

Executed to be effective the 15th day of December 1995.

By: [Signature]
Name: [Name]
Title: [Title]

THE STATE OF Texas
COUNTY OF Dallas

This instrument was acknowledged before me on the 15 day of December, 1995 by [Signature] of a [Type of Entity] on behalf of said [Entity].

[Notary Public Stamp]

BILLIE RIVERS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 02-28-97

95250 01519
CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned lienholder ("Lienholder") hereby consents to the execution by Project Owner of the foregoing Declaration.

Lienholder hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

Lienholder acknowledges and agrees that pursuant to Section 5(b) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or deed in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with Borrower a purpose of which is to terminate such period); provided, however, Lienholder hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the project.

Executed to be effective the 15 day of December, 1995

By: Eugene W. Bynum
   Title: Vice President
   Name: Eugene W. Bynum

THE STATE OF Texas
COUNTY OF Dallas

This instrument was acknowledged before me on the 15 day of December, 1995 by Eugene W. Bynum, Vice President of NationsBank, a banking corporation, on behalf of said corporation.

Notary Public, State of

(Date - Typied or Printed)}

95250 01520
CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned lienholder ("Lienholder") hereby consents to the execution by Project Owner of the foregoing Declaration.

Lienholder hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

Lienholder acknowledges and agrees that pursuant to Section 5(b) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or deed in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with Borrower a purpose of which is to terminate such period); provided, however, Lienholder hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the project.

Executed to be effective the 21 day of December 1995.

CITY OF DALLAS

By: Ramon E. Miguez
Name: Asst. City Manager
Title: Approved as to form

SAM LINDSAY, City Attorney

By: Ramon E. Miguez
Assistant City Attorney

This instrument was acknowledged before me on the 21 day of December, 1995, by Ramon E. Miguez, Asst. City Manager of City of Dallas, Texas Municipal Corp., in behalf of said Corporation.

Janice Vickers
Notary Public, State of Texas

Janice Vickers
(Name - Typed or Printed)

10/22/95
Date Commission Expires

95250 01521
CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned lienholder ("Lienholder") hereby consents to the execution by Project Owner of the foregoing Declaration.

Lienholder hereby subordinates its lien(s) to the rights and interests created pursuant to Section 5(c) of the Declaration such that a foreclosure of its lien(s) shall not extinguish such rights and interests.

Lienholder acknowledges and agrees that pursuant to Section 5(b) of the Declaration, the Declaration will terminate on the date the Project is acquired by foreclosure or deed in lieu of foreclosure (unless it is determined that such acquisition is part of an arrangement with Borrower a purpose of which is to terminate such period); provided, however, Lienholder hereby acknowledges and agrees that the acquisition of the Project by any party by foreclosure or instrument in lieu of foreclosure shall be subject to the provisions of Section 5(c) of the Declaration, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition; provided, further, that such provisions shall not apply during such period if and to the extent that compliance therewith is not possible as a consequence of damage, destruction, condemnation or similar event with respect to the project.

Executed to be effective the 15th day of December, 1995.

By: E. Ross Burton
Name: E. Ross Burton
Title: Director
Multifamily Housing

THE STATE OF Texas 
COUNTY OF Tarrant 

This instrument was acknowledged before me on the 15th day of December, 1995 by E. Ross Burton, of , on behalf of said

Rachel V. Calvillo
Notary Public, State of Texas

(Name - Typed or Printed)

Date Commission Expires

95250 01522
TRACT I:

Description of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Eighth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2 and Part 3 on survey plans prepared by Powell & Powell Engineers in May 1949, and bearing Drawing Numbers P-115.49, P-115.49 and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod set for corner at the intersection of the North right-of-way line of Wynnewood Drive (70 feet wide) and the Easterly right-of-way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Eighth Section of Wynnewood;

THENCE North 17 deg. 43 min. 07 sec. West, with said line of Llewellyn Avenue, a distance of 182.08 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 deg. 16 min. 53 sec. East, a distance of 700.94 feet from said point;

THENCE with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East right-of-way line of Pratt Street (50 feet wide) through a central angle of 25 deg. 22 min. 16 sec., an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

THENCE North 07 deg. 39 min. 09 sec. East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 deg. 20 min. 51 sec. a distance of 1884.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 06 deg. 54 min. 47 sec., an arc distance of 227.42 feet to a Hilti Nail set at the end of said curve;

THENCE North 14 deg. 33 min. 56 sec. East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 deg. 26 min. 04 sec. East a distance of 3249.04 feet from said point;

THENCE with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 deg. 45 min. 24 sec. an arc distance of 666.68 feet to a one half inch iron rod set at the end of said curve;
THENCE North 26 deg. 19 min. 20 sec. East, with said line of Pratt Street, a distance of 251.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 deg. 40 min. 40 sec. East a distance of 1864.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 18 deg. 50 min. 00 sec. an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve;

THENCE North 45 deg. 09 min. 20 sec. East with said line of Pratt Street, a distance of 359.98 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 deg. 50 min. 40 sec. East a distance of 452.82 feet from said point;

THENCE with said line of Pratt Street, and with said curve to the right through a central angle of 15 deg. 58 min. 52 sec., an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 deg. 51 min. 48 sec. East a distance of 125.00 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, through a central angle of 80 deg. 37 min. 48 sec. an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 31 deg. 46 min. 00 sec. West a distance of 32.99 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 90 deg. 00 min. 00 sec., an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West right-of-way line of Zang Boulevard (125 feet wide);

THENCE South 31 deg. 46 min. 00 sec. West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 deg. 14 min. 00 sec. East a distance of 3882.22 feet from said point;

THENCE with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.28 feet, a one half inch iron rod set for line, at an arc distance of 1106.80 feet, a one half inch iron rod set for line, in all, through a central angle of 26 deg. 34 min. 32 sec., an arc distance of 1800.69 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive;

THENCE South 84 deg. 24 min. 15 sec. West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4520 acres of land, more or less.
TRACT II:

Description of 29.9557 acre tract of land, said tract being known as Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 214-A of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 29.9557 acre tract being that same property shown as Part 1, Part 2, Part 3 and Part 4 on survey plates prepared by Powell & Powell Engineers in June 1949 and being Drawing Numbers P-115.51, P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod found for corner in the East right-of-way line of Zang Boulevard (125 feet wide) said point being North 00 deg. 03 min. 00 sec. West a distance of 576.51 feet from the intersection of said line of Zang Boulevard with the North right-of-way line of Illinois Avenue (100 feet wide);

THENCE North 00 deg. 03 min. 00 sec. West with said line of Zang Boulevard, at 302.82 feet pass a one half inch iron rod set for line, in all, a distance of 376.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 deg. 57 min. 00 sec. East, a distance of 3757.22 feet;

THENCE with said line of Zang Boulevard and with said curve to the right, at an arc distance of 993.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 deg. 49 min. 00 sec. an arc distance of 2086.41 feet to a one half inch iron rod set at the end of said curve;

THENCE North 31 deg. 46 min. 00 sec. East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.95 feet to a one half inch iron rod set at angle point;

THENCE North 38 deg. 44 min. 57 sec. East, with said line of Zang Boulevard a distance of 121.49 feet to a one half inch iron rod set for corner;

THENCE South 75 deg. 23 min. 30 sec. East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company right-of-way, said point being in a curve to the left the center of which bears South 75 deg. 23 min. 30 sec. East a distance of 1474.69 feet from said point;

THENCE with said curve to the left through a central angle of 13 deg. 00 min. 00 sec. an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

THENCE South 01 deg. 36 min. 40 sec. West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;

-3-

95250 01525
THENCE in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances:

THENCE South 81 deg. 36 min. 40 sec. West a distance of 70.95 feet to an angle point;

THENCE South 46 deg. 12 min. 00 sec. West a distance of 100.00 feet to an angle point;

THENCE South 20 deg. 53 min. 40 sec. West a distance of 207.50 feet to an angle point;

THENCE South 14 deg. 05 min. 10 sec. East a distance of 103.00 feet to an angle point;

THENCE South 21 deg. 37 min. 45 sec. West a distance of 174.20 feet to an angle point;

THENCE South 06 deg. 24 min. 00 sec. East a distance of 242.80 feet to an angle point;

THENCE South 27 deg. 04 min. 45 sec. West a distance of 237.54 feet to an angle point;

THENCE South 28 deg. 09 min. 40 sec. West a distance of 212.41 feet to an angle point;

THENCE South 45 deg. 44 min. 10 sec. West a distance of 98.76 feet to an angle point;

THENCE South 21 deg. 16 min. 00 sec. West a distance of 198.85 feet to an angle point;

THENCE South 42 deg. 49 min. 00 sec. West a distance of 160.27 feet to an angle point;

THENCE South 22 deg. 53 min. 20 sec. West a distance of 223.32 feet to an angle point;

THENCE South 07 deg. 42 min. 45 sec. East, a distance of 107.12 feet to an angle point;

THENCE South 18 deg. 28 min. 00 sec. East a distance of 231.65 feet to an angle point;

THENCE South 09 deg. 26 min. 40 sec. West a distance of 187.07 feet to an angle point;

THENCE South 02 deg. 48 min. 10 sec. West a distance of 100.77 feet to an angle point;

THENCE South 14 deg. 07 min. 20 sec. West a distance of 45.04 feet to an angle point;
THENCE South 49 deg. 42 min. 00 sec. West a distance of 241.09 feet to an angle point;

THENCE South 01 deg. 49 min. 20 sec. East a distance of 136.06 feet to an angle point;

THENCE South 36 deg. 48 min. 15 sec. West a distance of 105.41 feet to an angle point;

THENCE South 08 deg. 29 min. 15 sec. East a distance of 135.35 feet to an angle point;

THENCE South 14 deg. 58 min. 55 sec. East a distance of 52.40 feet to an angle point;

THENCE South 72 deg. 47 min. 20 sec. East a distance of 53.21 feet to an angle point;

THENCE South 20 deg. 30 min. 55 sec. East a distance of 39.81 feet to an angle point;

THENCE South 56 deg. 04 min. 45 sec. West a distance of 86.07 feet to an angle point;

THENCE South 03 deg. 47 min. 50 sec. East a distance of 113.55 feet to an angle point for corner;

THENCE South 81 deg. 40 min. 30 sec. West, leaving South Branch of Cedar Creek, a distance of 153.01 feet to a one half inch iron rod found for angle point;

THENCE North 66 deg. 50 min. 00 sec. West a distance of 161.47 feet to the PLACE OF BEGINNING:

CONTAINING 1,304,870 square feet or 29.9557 acres of land, more or less.

48.4077 acres in all - bps
APPENDIX A

ADDITIONAL USE RESTRICTIONS

(Check all items which apply.)

☐ Additional Occupancy Restrictions

At least 41 Units in the Project must be occupied by Tenants at or below 50% of Area Median Gross Income.

☐ Longer Compliance Period and Extended Use Period

The Compliance Period shall be a period of 20 consecutive taxable years and the Extended Use Period shall be a period of 35 consecutive taxable years, each commencing with the first year of the Credit Period.

☐ Supportive Services

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide the following services: Education and after school program for children to be provided by the University of North Texas, or other comparable organization, if these Community Based Board services can not be provided by The University of North Texas.

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall be governed by a community based board, the majority of whose members live in the Project's community.

☐ Housing for Agricultural Workers

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide housing for agricultural workers.

☐ Transitional Housing for the Homeless

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide transitional housing for homeless persons, on a non-transient basis, with supportive services designed to assist Tenants in locating and retaining permanent housing.

☐ Public Housing Waiting Lists

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project Owner shall consider prospective Tenants referred to from the waiting list of the Housing Authority of Dallas.

☐ Material Participation by Qualified Nonprofit Organization

Throughout the Compliance Period, a "qualified nonprofit organization" within the meaning of Section 42(h)(5)(C) of the Code shall own an interest in the Project and shall materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the Project.
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
APPENDIX A
PAGE 2

Right of First Refusal to Tenant or Qualified Nonprofit Organizations

If at any time after the fifteenth year of the Compliance Period, the Project Owner shall determine to sell the Project, the Project Owner shall, prior to any such sale, notify the Department of its intention so to sell the Project. If, within the 90-day period following receipt of such notice, the Department shall identify one or more qualified nonprofit organizations, within the meaning of Section 42(b)(5)(C) of the Code, or tenant organizations, any of which shall make a bona fide offer to purchase the Project for a purchase price equal to the sum of (i) the principal amount of outstanding indebtedness secured by the Project (other than indebtedness incurred within the 5-year period immediately preceding the date of said notice) and (ii) all Federal, State and local taxes incurred or payable by the Project Owner as a consequence of such sale, the Project Owner shall sell the Project pursuant to such offer. If the Project shall, in accordance with the Declaration, have a Minimum Applicable Fraction of less than 1, the bona fide offer from a tenant or qualified nonprofit organization to purchase the Project shall be no less than the sum of (i) the purchase price calculated in accordance with the preceding sentence multiplied by the Minimum Applicable Fraction and (ii) the fair market value of the non-Low-Income Units. If the Department or the Project Owner shall receive bona fide offers to purchase the Project from more than one tenant or qualified nonprofit organization, the Project Owner shall sell the Project to the tenant or qualified nonprofit organization selected by the Department on such basis as it shall determine appropriate. The Department shall have the right to adopt procedures for (i) identifying tenant or qualified nonprofit organizations willing to purchase the Project, (ii) evaluating bona fide offers to purchase the Project, and (iii) determining the purchase price of the Project pursuant to the provisions of this paragraph. The tenant or nonprofit organization’s exercise of the right of first refusal shall not terminate the Extended Use Period under the terms of this Declaration.

☐ Senior Projects

Throughout the Compliance Period, unless otherwise permitted by the Department ☐ at least 80% of the Units must be restricted to households in which at least one family member is 55 years of age or older OR ☐ 100% of the Units must be restricted to households in which all household members are 62 years of age or older. 

Note: The Federal Fair Housing Act requires, generally, that projects which are limited to occupancy by older persons either (i) be restricted to households in which all members are 62 years or older or (ii) provide significant facilities and services for the elderly or meet certain other requirements and be limited to households in which at least one member is 55 years or older. See 24 C.F.R. §§100.300-100.304 for exact requirements. All tax credit projects must comply with these requirements, as applicable under Federal law, in addition to the Declaration.
Minimum Applicable Fraction by Building

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### DECLARATION OF LAND USE RESTRICTIVE COVENANTS

**APPENDIX A**

**PAGE 4**

**Minimum Applicable Fraction by Building**

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84 buildings - bps

95250 01531
County Deed Records

After filing, please return to:

Kenneth H. Mitchell
1005 Shady River Court North
Benbrook, Texas 76126
FIRST AMENDMENT TO
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW INCOME HOUSING CREDITS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON,
YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING
INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN
REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This First Amendment to Declaration of Land Use Restrictive Covenants for Low Income
Housing Credits ("First Amendment") is executed on May 15, 2013, to be effective
as of December 5, 1995, by and between (i) WCH LIMITED PARTNERSHIP, a Texas limited
partnership (together with its successors and assigns, the "Project Owner"), and (ii) the TEXAS
DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official
agency of the State of Texas (together with any successor to its rights, duties and obligations, the
"Department").

WITNESSETH:

WHEREAS, effective December 21, 1995, the Project Owner and the Department
executed that certain Declaration of Land Use Restrictive Covenants for Low Income Housing
Credits (the "Declaration"), which was filed of record on December 28, 1995 and recorded
in/under Clerk’s File No. 199502590621, in Book 95250, Page 1506 of the Official Public
Records of Dallas County, Texas (the "Records"), upon and against the real property described in
Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, the Project Owner and the Department desire to amend the Declaration;

NOW, THEREFORE, for and in consideration of the mutual covenants and representations
herein contained, the receipt and sufficiency of which are hereby acknowledged, the Project Owner
and the Department agree as follows:

1. Section 4 – Income Restrictions/Rental Restrictions ("Section 4") shall be
amended to read as set forth in Exhibit "B" attached hereto and made a part hereof;

2. Section 5 – Term of Declaration, subsection (a) shall be amended to read as follows:

"(a) This Declaration shall become effective with respect to a building in the Project on
the first day of the Compliance Period for such building and shall terminate on December
31, 2032, unless this Agreement is earlier terminated pursuant to Section 5(b) hereof (the "Term")."

3. Appendix A — Additional Use Restrictions ("Appendix A") shall be amended to read as set forth in Exhibit "C" attached hereto and made a part hereof; and

4. All of the remaining terms and provisions of the Declaration shall be and remain in full force and effect and the parties hereto agree that all rights, duties and obligations contained in the Declaration are hereby ratified, confirmed, renewed, extended and brought forward.

5. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Project Owner and the Department have executed this First Amendment as of the day and year first above written.

[Signature pages begin on next page.]
PROJECT OWNER:

WCH LIMITED PARTNERSHIP, a Texas limited partnership

By: Wynnewood Seniors Housing GP, LLC, a Texas limited liability company, its co-general partner

By: Central Dallas Community Development Corporation, a Texas nonprofit corporation, its sole member

By: 
Name: John P. Greenan
Title: Executive Director

THE STATE OF TEXAS §

COUNTY OF DALLAS $

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John P. Greenan, known to me or proven to me on the basis of satisfactory evidence to be the Executive Director of Central Dallas Community Development Corporation, a Texas nonprofit corporation, sole member of Wynnewood Seniors Housing GP, LLC, a Texas limited liability company, co-general partner of WCH LIMITED PARTNERSHIP, a Texas limited partnership, and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25th day of July, 2013.

(Seal)

Daniel C. Hopkins
Notary Public, State of Texas
PROJECT OWNER:

WCH LIMITED PARTNERSHIP, a Texas limited partnership

By: Banc of America Community Development Corporation, a North Carolina corporation, its co-
general partner

By: [Signature]

Name: [Signature]

Title: Senior Vice President

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared [Signature], known to me or proven to me on the basis of satisfactory evidence to be the Senior Vice President of Banc of America Community Development Corporation, a North Carolina corporation, co-general partner of WCH LIMITED PARTNERSHIP, a Texas limited partnership, and that he/she executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of July 2013.

[Seal]

[Notary Public, State of Texas]

CATHERINE B. DOWNS-WATSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-03-17
DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By:  
Name:  
Duly Authorized Officer or Representative

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this __th day of ____, 2013, by ________________, duly authorized officer or representative of the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, on behalf of said agency.

(Seal)

LEAH SARGENT ROSAS
Notary Public, State of Texas

Notary Public, State of Texas

NOVEMBER 3, 2013
EXHIBIT A

DESCRIPTION OF THE PROPERTY

[See following five (5) page metes and bounds legal description, save and except 8.4528 acres released by a Partial Release from the Declaration recorded under File No. 201200274919, filed on September 17, 2012 in the Records.]

48.4077 acres in original LURA less 8.4528 = 39.9549 now - bps
EXHIBIT "A"

TRACT I:

Description of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Eighth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2 and Part 3 on survey plat prepared by Powell & Powell Engineers in May 1949, and bearing Drawing Numbers P-115.48, P-115.49 and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod set for corner at the intersection of the North right-of-way line of Wynnewood Drive (70 feet wide) and the Easterly right-of-way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Eighth Section of Wynnewood;

THENCE North 17 deg. 43 min. 07 sec. West, with said line of Llewellyn Avenue, a distance of 182.96 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 deg. 16 min. 53 sec. East, a distance of 700.94 feet from said point;

THENCE with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East right-of-way line of Pratt Street (50 feet wide) through a central angle of 25 deg. 22 min. 16 sec., an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

THENCE North 07 deg. 39 min. 06 sec. East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 deg. 20 min. 51 sec. a distance of 1884.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 05 deg. 54 min. 47 sec., an arc distance of 227.42 feet to a Hilti Nail set at the end of said curve;

THENCE North #14 deg. 33 min. 06 sec. East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 deg. 26 min. 04 sec. East a distance of 3249.04 feet from said point;

THENCE with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 deg. 48 min. 24 sec. an arc distance of 688.68 feet to a one half inch iron rod set at the end of said curve;
THENCE North 26 deg. 19 min. 20 sec. East, with said line of Pratt Street, a distance of 261.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 deg. 40 min. 40 sec. East a distance of 1884.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 16 deg. 50 min. 00 sec. an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve;

THENCE North 45 deg. 09 min. 20 sec. East with said line of Pratt Street, a distance of 369.96 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 deg. 60 min. 40 sec. East a distance of 462.82 feet from said point;

THENCE with said line of Pratt Street, and with said curve to the right through a central angle of 15 deg. 56 min. 52 sec., an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 deg. 51 min. 48 sec. East a distance of 125.00 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, through a central angle of 30 deg. 37 min. 48 sec. an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 31 deg. 46 min. 00 sec. West a distance of 32.89 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 90 deg. 00 min. 00 sec., an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West right-of-way line of Zang Boulevard (125 feet wide);

THENCE South 31 deg. 48 min. 00 sec. West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 deg. 14 min. 00 sec. East a distance of 3682.22 feet from said point;

THENCE with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.28 feet, a one half inch iron rod set for line, in all, through a central angle of 28 deg. 34 min. 32 sec., an arc distance of 1800.99 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive;

THENCE South 84 deg. 24 min. 15 sec. West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4520 acres of land, more or less.
TRACT II:

Description of 29.9557 acre tract of land, said tract being known as Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 214-A of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas. said 29.9557 acre tract being that same property shown as Part 1, Part 2, Part 3 and Part 4 on survey plats prepared by Powell & Powell Engineers in June 1948 and being Drawing Numbers P-115.51, P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod found for corner in the East right-of-way line of Zang Boulevard (125 feet wide) said point being North 00 deg. 03 min. 00 sec. West a distance of 576.51 feet from the intersection of said line of Zang Boulevard with the North right-of-way line of Illinois Avenue (100 feet wide);

THENCE North 00 deg. 03 min. 00 sec. West with said line of Zang Boulevard, at 202.82 feet pass a one half inch iron rod set for line, in all, a distance of 378.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 deg. 57 min. 00 sec. East, a distance of 3757.22 feet;

THENCE with said line of Zang Boulevard and with said curve to the right, at an arc distance of 993.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 deg. 49 min. 00 sec. an arc distance of 2086.41 feet to a one half inch iron rod set at the end of said curve;

THENCE North 31 deg. 46 min. 00 sec. East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.95 feet to a one half inch iron rod set at angle point;

THENCE North 36 deg. 44 min. 57 sec. East, with said line of Zang Boulevard a distance of 121.49 feet to a one half inch iron rod set for corner;

THENCE South 75 deg. 23 min. 30 sec. East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company right-of-way, said point being in a curve to the left the center of which bears South 75 deg. 23 min. 30 sec. East a distance of 1474.69 feet from said point;

THENCE with said curve to the left through a central angle of 13 deg. 00 min. 00 sec. an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

THENCE South 01 deg. 36 min. 40 sec. West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;
THENCE in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances:

THENCE South 61 deg. 36 min. 40 sec. West a distance of 70.95 feet to an angle point;

THENCE South 46 deg. 12 min. 00 sec. West a distance of 100.00 feet to an angle point;

THENCE South 20 deg. 53 min. 40 sec. West a distance of 207.50 feet to an angle point;

THENCE South 14 deg. 05 min. 10 sec. East a distance of 103.00 feet to an angle point;

THENCE South 21 deg. 37 min. 46 sec. West a distance of 174.20 feet to an angle point;

THENCE South 08 deg. 24 min. 00 sec. East a distance of 242.80 feet to an angle point;

THENCE South 27 deg. 04 min. 45 sec. West a distance of 237.54 feet to an angle point;

THENCE South 28 deg. 09 min. 40 sec. West a distance of 212.41 feet to an angle point;

THENCE South 45 deg. 44 min. 10 sec. West a distance of 96.76 feet to an angle point;

THENCE South 21 deg. 16 min. 00 sec. West a distance of 198.85 feet to an angle point;

THENCE South 42 deg. 49 min. 00 sec. West a distance of 160.27 feet to an angle point;

THENCE South 22 deg. 53 min. 20 sec. West a distance of 223.32 feet to an angle point;

THENCE South 07 deg. 42 min. 45 sec. East, a distance of 107.12 feet to an angle point;

THENCE South 18 deg. 28 min. 00 sec. East a distance of 231.65 feet to an angle point;

THENCE South 09 deg. 28 min. 40 sec. West a distance of 187.07 feet to an angle point;

THENCE South 02 deg. 48 min. 10 sec. West a distance of 100.77 feet to an angle point;

THENCE South 14 deg. 07 min. 20 sec. West a distance of 45.04 feet to an angle point;
THENCE South 49 deg. 42 min. 00 sec. West a distance of 241.09 feet to an angle point;

THENCE South 01 deg. 49 min. 20 sec. East a distance of 136.06 feet to an angle point;

THENCE South 36 deg. 48 min. 15 sec. West a distance of 105.41 feet to an angle point;

THENCE South 09 deg. 29 min. 15 sec. East a distance of 135.35 feet to an angle point;

THENCE South 14 deg. 58 min. 55 sec. East a distance of 52.40 feet to an angle point;

THENCE South 72 deg. 47 min. 20 sec. East a distance of 53.21 feet to an angle point;

THENCE South 20 deg. 30 min. 55 sec. East a distance of 39.81 feet to an angle point;

THENCE South 56 deg. 04 min. 45 sec. West a distance of 86.07 feet to an angle point;

THENCE South 03 deg. 47 min. 50 sec. East a distance of 113.55 feet to an angle point for corner;

THENCE South 51 deg. 40 min. 30 sec. West, leaving South Branch of Cedar Creek, a distance of 153.01 feet to a one half inch iron rod found for angle point;

THENCE North 69 deg. 50 min. 00 sec. West a distance of 161.47 feet to the PLACE OF BEGINNING;

CONTAINING 1,304,870 square feet or 29.9557 acres of land, more or less.
LESS AND EXCEPT the following described 8.4528 acre tract of land released from the Declaration by Document #201200274919, recorded on September 17, 2012 in the Official Public Records of Real Property of Dallas County, Texas.

Description of an 8.4528 acre tract of land situated in the John W. Wright Survey, Abstract No. 1622, City of Dallas, Dallas County, Texas and being a portion of Wynnewood Gardens No. 4, Eighth Section of Wynnewood, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 12, Pages 78-A, B and C, Map Records, Dallas County, Texas; said 8.4528 acre tract also being a portion of Tract 1 conveyed to WCI Limited Partnership in Special Warranty Deed recorded in Volume 93237, Page 5104, Deed Records, Dallas County, Texas; said 11.6297 acre tract being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch iron rod found at the intersection of the north right-of-way line of Wynnewood Drive (70 feet wide) and the easterly right-of-way line of Llewellyn Avenue (80 feet wide); said point also being the southwest corner of said Eighth Section of Wynnewood;

THENCE, North 17 degrees 43 minutes 07 seconds West, with said easterly right-of-way line of Llewellyn Avenue, a distance of 162.08 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" set at the beginning of a curve to the right having a radius of 700.94 feet;

THENCE, northwesterly, with said curve to the right and transitioning from the easterly right-of-way line of Llewellyn Avenue to the east right-of-way line of Pratt Street (50 feet wide), through a central angle of 25 degrees 22 minutes 16 seconds, an arc distance of 310.38 feet (chord bears North 05 degrees 02 minutes 02 seconds West, 307.85 feet) to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" set at the end of said curve;

THENCE, with the said east right-of-way line of Pratt Street, the following metes and bounds:

North 07 degrees 39 minutes 06 seconds East, a distance of 151.10 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" set at the beginning of a curve to the right having a radius of 1,884.86 feet;

Northeasternly, with said curve to the right, through a central angle of 06 degrees 54 minutes 47 seconds, an arc distance of 227.42 feet (chord bears North 11 degrees 06 minutes 29 seconds East, 227.28 feet) to a "+4" cut in concrete set at the end of said curve;

North 14 degrees 33 minutes 56 seconds East, a distance of 3.30 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" set at the beginning of a curve to the right having a radius of 3,249.04 feet;

Northeasternly, with said curve to the right, through a central angle of 11 degrees 45 minutes 24 seconds, an arc distance of 666.68 feet (chord bears North 20 degrees 26 minutes 35 seconds East, 665.51 feet) to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" set (1/2-inch iron rod found South 08 degrees 34 minutes 11 seconds East, 1.14 feet) at the end of said curve;

North 26 degrees 19 minutes 20 seconds East, a distance of 27.24 feet to the POINT OF BEGINNING of said 8.4528 acre tract;
THENCE, with the said east right-of-way line of Pratt Street, the following metes and bounds:

North 26 degrees 19 minutes 20 seconds East, a distance of 251.28 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSBS, INC., RPLS 4804" set; (1/2-inch iron rod found South 76 degrees 21 minutes 51 seconds East, 1.00 feet) at the beginning of a curve to the right having a radius of 1,884.86 feet;

Northeasterly, with said curve to the right, through a central angle of 18 degrees 50 minutes 00 seconds, an arc distance of 619.56 feet (chord bears North 35 degrees 44 minutes 17 seconds East, 616.77 feet) to a 5/8-inch iron rod with yellow plastic cap stamped "GSBS, INC., RPLS 4804" set at the end of said curve;

North 45 degrees 09 minutes 20 seconds East, a distance of 359.96 feet to a 1/2-inch iron rod found at the beginning of a curve to the right having a radius of 452.82 feet;

Northeasterly, with said curve to the right, through a central angle of 15 degrees 58 minutes 52 seconds, an arc distance of 126.30 feet (chord bears North 53 degrees 08 minutes 43 seconds East, 125.89 feet) to a 5/8-inch iron rod with yellow plastic cap stamped "GSBS, INC., RPLS 4804" set at the end of said curve; said point also being the beginning of a curve to the right having a radius of 125.00 feet;

Southeasterly, with said curve to the right, through a central angle of 60 degrees 37 minutes 48 seconds, an arc distance of 132.27 feet (chord bears South 88 degrees 32 minutes 57 seconds East, 126.19 feet) to a 1/2-inch iron rod found at the end of said curve; said point also being the beginning of a curve to the right having a radius of 32.99 feet;

Southeasterly, with said curve to the right, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 51.82 feet (chord bears South 13 degrees 14 minutes 03 seconds East, 46.65 feet) to a 1/2-inch iron rod found at the end of said curve; said point also being on the west right-of-way line of Zang Boulevard (125 feet wide);

THENCE, with the said west right-of-way line of Zang Boulevard, the following metes and bounds:

South 31 degrees 46 minutes 00 seconds West, 752.12 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSBS, INC., RPLS 4804" set at the beginning of a curve to the left having a radius of 3,882.22 feet;

Southwesterly, with said curve to the left, through a central angle of 08 degrees 11 minutes 03 seconds, an arc distance of 554.54 feet (chord bears South 27 degrees 40 minutes 29 seconds West, 554.06 feet) to a point for center;

THENCE, North 63 degrees 40 minutes 40 seconds West, a distance of 333.68 feet to the POINT OF BEGINNING and CONTAINING 368,506 square feet or 8.4528 acres of land, more or less.
SECTION 4 - INCOME RESTRICTIONS/RENTAL RESTRICTIONS

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

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

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

(Check applicable percentage election)

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

(c) The Project will contain 296 Units, of which at least 296 Units will be Low-Income Units. The amount of Tax Credits allocated to the Project is based on the requirement that the Minimum Applicable Fraction for each building in the Project will be at least 100 percent or as specified, building-by-building, at Appendix A hereto. During the Term of this Declaration, Units at the Project shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants, such that each building in the Project shall at all times satisfy the Minimum Applicable Fraction for such building. The Project Owner's failure to ensure that each building in the Project complies with such requirement will cause the Department to report such fact to the Service and may result in the reduction and recapture by the Service of Tax Credits, as well as other enforcement action.

(d) The Project and the Project Owner are subject to additional and/or modified requirements, if any, set forth at Appendix A, which requirements are incorporated herein and made a part hereof.
(e) The Project Owner will not refuse to lease a Unit at the Project to a prospective Tenant who holds a voucher or certificate of eligibility for assistance pursuant to Section 8 of the United States Housing Act of 1937, as amended, because of the status of such prospective Tenant as the holder of such voucher or certificate.

(f) During the Compliance Period and the Extended Use Period, the Project Owner, notwithstanding anything herein to the contrary, shall not (1) evict or terminate the tenancy of a Tenant of any Low-Income Unit other than for good cause nor (2) increase the gross rent with respect to a Low-Income Unit not otherwise permitted by Section 42 of the Code.
EXHIBIT “C”

APPENDIX A - ADDITIONAL USE RESTRICTIONS

(Check all items which apply.)

☐ Additional Occupancy Restrictions

At least 30 Units in the Project must be occupied by Tenants at or below 50% of Area Median Gross Income.

☐ Longer Compliance Period and Extended Use Period

The Compliance Period shall be a period of 20 consecutive taxable years and the Extended Use Period shall be a period of 35 consecutive taxable years, each commencing with the first year of the Credit Period.

☐ Supportive Services

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide the following services: Education and after school program for children to be provided by the University of North Texas, or other comparable organization, if these services cannot be provided by The University of North Texas.

☐ Community Based Board

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall be governed by a community based board, the majority of whose members live in the Project’s community.

☐ Housing for Agricultural Workers

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide housing for agricultural workers.

☐ Transitional Housing for the Homeless

Throughout the Compliance Period, unless otherwise permitted by the Department, the Project shall provide transitional housing for homeless persons, on a non-transient basis, with supportive services designed to assist Tenants in locating and retaining permanent housing.

☐ Public Housing Waiting Lists
Throughout the Compliance Period, unless otherwise permitted by the Department, the Project Owner shall consider prospective Tenants referred to from the waiting list of the Housing Authority of Dallas.

Material Participation by Qualified Nonprofit Organization

Throughout the Compliance Period, a "qualified nonprofit organization" within the meaning of Section 42(h)(5)(C) of the Code shall own an interest in the Project and shall materially participate (within the meaning of Section 469(h) of the Code) in the development and operation of the Project.

Right of First Refusal to Tenant or Qualified Nonprofit Organizations

If at any time after January 1, 2014, the Project Owner shall determine to sell the Project, the Project Owner shall, prior to any such sale, notify the Department of its intent so to sell the Project. If, within the 90-day period following receipt of such notice, the Department shall identify one or more qualified nonprofit organizations, within the meaning of Section 42 (h) (5) (C) of the Code, or tenant organizations, any of which shall make a bona fide offer to purchase the Project for a purchase price equal to the sum of (i) the principal amount of outstanding indebtedness secured by the Project (other than indebtedness incurred within the 5-year period immediately preceding the date of said notice), and (ii) all Federal, State, and local taxes incurred or payable by the Project Owner as a consequence of such sale, the Project Owner shall sell the Project pursuant to such offer. If the Project shall, in accordance with the Declaration, have a Minimum Applicable Fraction of less than 1, the bona fide offer from a tenant or qualified nonprofit organization to purchase the Project shall be no less than the sum of (I) the purchase price calculated in accordance with the preceding sentence multiplied by the minimum applicable fraction and (II) the fair market value of the non-Low-Income Units. If the Department or the Project Owner shall receive bona fide offers to purchase the Project from more than one tenant or qualified nonprofit organization, the Project Owner shall sell the Project to the tenant or qualified nonprofit organization selected by the Department on such basis as it shall determine appropriate. The Department shall have the right to adopt procedures for (i) identifying tenant or qualified nonprofit organizations willing to purchase the Project, (ii) evaluating bona fide offers to purchase the Project, and (iii) determining the purchase price of the Project pursuant to the provisions of this paragraph. The tenant or nonprofit organization’s exercise of the right of first refusal shall not terminate the Extended Use Period under the terms of this Declaration.

Senior Projects

Throughout the Compliance Period, unless otherwise permitted by the Department at least 80% of the Units must be restricted to households in which at least one family member is 55 years of age or older OR 100% of the Units must be restricted to households in which all household members are 62 years of age or older.¹

¹ Note: The Federal Fair Housing Act requires, generally, that projects which are limited to occupancy by older persons either (i) be restricted to households in which all members are 62 years or older or (ii) provide significant facilities and services for the elderly or meet certain other requirements and be limited to households in which at least 80% of the units are occupied by persons 55 years of age or older.
## Minimum Applicable Fraction by Building

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<tr>
<td>TX-93-00167</td>
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</table>

least one member is 55 years or older. See 24 D.F.R. §§100.300-100.304 for exact requirements. All tax credit projects must comply with these requirements, as applicable under Federal law, in addition to the Declaration.
January 23, 2020

Tamea A. Dula
Coats|Rose
9 Greenway Plaza, Suite 1000
Houston, TX 77046
Via Email: tdula@coatsrose.com

RE: PARKS AT WYNNEWOOD (THE DEVELOPMENT)
HTC #95081 / CMTS #1383
RIGHT OF FIRST REFUSAL PROVISION

Dear Ms. Dula:

The Texas Department of Housing and Community Affairs (the Department) received your letter as of January 4, 2020 and supplemental documentation regarding the above referenced Development currently owned by WCH Limited Partnership (the Development Owner). Your letter explains that a 2020 Competitive Housing Tax Credit application is anticipated to be submitted for the Development with S Zang, LP, a new limited partnership, as the proposed development owner (the Applicant). You have requested confirmation that the proposed transaction does not trigger the Right of First Refusal (ROFR) provision.

As pointed out in your letter, the Land Use Restriction Agreement (LURA), as amended, for the Development includes a 90-day ROFR provision, which is triggered if at any time after January 1, 2014, the Project Owner determines to sell the Project. However, in accordance with 10 TAC §10.407(a)(7), the ROFR process is not triggered if a Development Owner seeks to transfer the Development to a newly formed entity that is under common control with the Development Owner and the primary purpose of the formation of which is to facilitate the financing of the rehabilitation of the development using assistance administered through a state financing program.

The information submitted indicates that Banc of America Community Development Corporation provides common control of the Development Owner and the Applicant. Therefore, given the common
control, a transfer to S Zang, LP for the purpose of redevelopment using Housing Tax Credits would not trigger the ROFR provision in the LURA for the Development.

If you have further questions, please contact me at (512) 475-3357 or via email at rosalio.banuelos@tdhca.state.tx.us.

Sincerely,

Rosalio Banuelos
Director of Multifamily Asset Management
Certification Date: 2.9.2020

<Partial COT>

1404 Pratt St., Dallas – DCAD#00-00046-714-300-0000 –
Wynnewood Gardens 4, Sec. 8 – Block 5973 – 9.9992 Acres

Vesting Instruments:

1993 – 93237/5104 – SWD – Dallas City Homes, Inc. to WCH Limited
Partnership
[18.4520 & 29.9557 Acre Tracts]

1993 – 93001/649 – SWD – HUD to Dallas City Homes, Inc.
[18.4520 & 29.9557 Acre Tracts]

HUD
[1.473, 2.211, 2.335, 18.4520 & 29.9557 Acre Tracts]

[This research was prepared using the same standard of care as is used by Republic Title of Texas, Inc. when conducting a
search of its title plant records for its own purposes. These results are for the benefit of the addressee only and does not inure
to the benefit of any third party. Further this research is NOT an assurance, guaranty, warranty, title commitment, title policy
nor opinion of title as to the subject real property.

Any claim against Republic Title of Texas, Inc. its officers, employees, agents, representatives and subsidiaries arising because
of an inaccuracy or omission in the information reported shall be limited to the amount paid to Republic Title of Texas, Inc. for
the product of this search. If protection against title loss is desired, the addressee should consider obtaining a policy of title
insurance.]

Any maps contained herein are being furnished as an aid in locating land/lot/property, i.e. providing a visual, in relation to the
adjoining streets, natural boundaries and other land. This is not a survey of the land/lot/property depicted. Except to the
extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions,
distances, location of easements, acreage or other matters shown thereon. Name search not provided/conducted.

www.RepublicTitle.com

REPUBLIC TITLE OF TEXAS, INC.
By: ____________________________
Name: Jason Rowland II
(SVP)
**TAX INQUIRY ONLY SHOWS CURRENT YEAR TAXES****

**** FOR INFORMATIONAL PURPOSES ONLY, MORE CURRENT DATA MIGHT BE AVAILABLE ****

CAD ACCOUNT NUMBER SUMMARY

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<th>CAD#</th>
<th>DESC</th>
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**TAX ENTITY INFORMATION**

**DALLAS COUNTY**

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**CITY OF DALLAS COLLECTED BY DALLAS CO**

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**ISD - DALLAS**

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This Tax Inquiry is being provided for information purposes only and may be relied upon only by Republic Title of Texas, Inc. and/or its affiliates. The accuracy of this third party information may not be relied upon by any other party for any other purpose.
### SUMMARY OF ACCOUNT 00-00046-714-300-0000

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********** COMMENTS ******** CAUTION ******** READ BEFORE CLOSING **********

CAD# 00-00046-714-300-0000  - NO AG VALUATION FOUND ON ACCOUNT FOR TAX YEARS 2015-2019
Map is furnished as an aid in locating land/lot/property, i.e. providing a visual, in relation to the adjoining streets, natural boundaries and other land. This is not a survey of the land/lot/property depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
LEGAL DESCRIPTION

BEING an 8.885 acre tract or parcel of land situated in the John W. Wright Survey, Abstract No. 1551, City of Dallas, Dallas County, Texas, said tract being a portion of that certain block 5973, Eighth Section of Wynnewood (hereinafter referred to as Block 5973), an addition to the Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 12, Page 78-A, B and C, Map Records, Dallas County, Texas (M.R.D.C.T.); said tract being a portion of that certain tract of land described in Special Warranty Deed to WCH Limited Partnership, as recorded in Volume 93237, Page 5104, Deed Records, Dallas County, Texas (D.R.D.C.T.); said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap found for the Southeast corner of that certain tract of land described as Lot 1, Block H/5973, Wynnewood Zang Addition (hereinafter referred to as Lot 1), an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Instrument No. 201400134243, Map Records, Dallas County, Texas, same being in the Easterly line of said Block 5973, same also being the existing Westernly right-of-way line of S. Zang Boulevard (125' right-of-way), as recorded in Volume 2173, Page 204, D.R.D.C.T., same also being at the beginning of a curve to the left whose chord bears South 14 degrees 42 minutes 33 seconds West, a distance of 1,073.10 feet;

THENCE Southerly with the common line between said Block 5973 and the existing Westernly right-of-way line of said S. Zang Boulevard and with said curve to the left having a radius of 3,862.16 feet, through a central angle of 15 degrees 53 minutes 18 seconds, for an arc distance of 1,078.55 feet to a 5/8-inch iron rod with "BGE" plastic cap set for corner;

THENCE North 82 degrees 45 minutes 36 seconds West, departing the Westernly right-of-way line of said S. Zang Boulevard and over and across said Block 5973, a distance of 292.32 feet to a 5/8-inch iron rod with "BGE" cap set in the common line between said Block 5973 and the existing Easterly right-of-way line of Pratt Street (50' right-of-way), as recorded in Volume 12, Page 78-A, B and C, M.R.D.C.T., same being the beginning of a non-tangent curve to the right whose chord bears North 03 degrees 35 minutes 08 seconds West, a distance of 250.87 feet;

THENCE Northerly with the common line between said Block 5973 and the existing Easterly right-of-way line of said Pratt Street, the following courses and distances:

With said non-tangent curve to the right having a radius of 700.94 feet, through a central angle of 20 degrees 37 minutes 03 seconds, for an arc distance of 252.33 feet to a 1/2-inch iron rod found in concrete for corner;

North 06 degrees 43 minutes 23 seconds East, a distance of 15.10 feet to a 5/8-inch iron rod found for corner; same being the beginning of a tangent curve to the right whose chord bears North 10 degrees 10 minutes 48 seconds East, a distance of 227.28 feet;

With said non-tangent curve to the right having a radius of 1,885.07 feet, through a central angle of 06 degrees 54 minutes 44 seconds, for an arc distance of 227.42 feet to an "X" cut found for corner;

North 13 degrees 38 minutes 17 seconds East, a distance of 3.30 feet to a 1/2-inch iron rod found for corner; same being the beginning of a curve to the right whose chord bears North 19 degrees 30 minutes 52 seconds East, a distance of 665.51 feet;

With said curve to the right having a radius of 3,249.04 feet, through a central angle of 11 degrees 45 minutes 24 seconds, for an arc distance of 666.68 feet to a 1/2-inch iron rod with "PIBURN" plastic cap found for corner;

North 25 degrees 23 minutes 41 seconds East, a distance of 27.25 feet to a 5/8-inch iron rod found for the Southwest corner of the aforesaid Lot 1;

THENCE South 64 degrees 36 minutes 26 seconds East, departing the existing Easterly right-of-way line of said Pratt Street with the common line between the South line of said Lot 1 and the remaining portion of said Block 5973, a distance of 333.68 feet to the POINT OF BEGINNING, and containing 8.885 acres (387,051 square feet) of land, more or less.
$1.50 Fee
Map furnished

AMERICAN HOME REALTY COMPANY, Owner

TO: FLAT & DEDICATION

WINNERWOOD ADDITION, CITY OF DALLAS
NINTH SECTION

CITY OF DALLAS FILING FEE PAID 4-1-48 as required by Ordinance 3906.

TO THE CLERK OF DALLAS COUNTY:

Under Ordinance 3906 of the City of Dallas, the approval of this plat by the City Plan Commission is automatically terminated after the 1st day of May 1948, and unless this plat is presented for filing on or before said date, it should not be accepted for filing.

CITY PLAN COMMISSION
BY: E. A. WOOD
CITY PLAN ENGINEER

FILED FOR APPROVAL:

THIS 16th day of JAN. 1948 at 1100 o'clock P.M.

CITY PLAN COMMISSION
DALLAS, TEXAS
BY: E. A. WOOD
CITY PLAN ENGINEER

CERTIFICATE OF APPROVAL:

I, R. W. BAXTER, Chairman of the City Plan Commission of the City of Dallas, State of Texas, hereby certify that the attached plat was duly filed for approval with the City Plan Commission of the City of Dallas on the 16th day of JAN. A.D. 1948 and same was duly approved on the 26th day of FEB. A.D. 1948 by said Commission.

R. W. BAXTER, CHAIRMAN
CITY PLAN COMMISSION
DALLAS, TEXAS

ATTEND: RUTH CONNIX
SECRETARY

FILE #1661

FILED FOR RECORD THIS, THE 2 DAY OF APRIL A.D. 1948 at 4:12 P.M. R. J. STIGER, COUNTY CLERK BY A. E. GRIFFETT, DEPUTY
RECORDED THIS, THE 25 DAY OF OCTOBER A.D. 1948, R. J. STIGER, COUNTY CLERK BY

DEPUTY
CITY OF DALLAS FILING FEE PAID 1-13-48 as required by Ordinance 3906.

TO THE COUNTY CLERK OF DALLAS COUNTY: Under Ordinance 3956 of the City of Dallas, the approval of this Plat by the City Plan Commission is automatically terminated after the 13th day of February, and unless this Plat is presented for filing on or before said date, it should not be accepted for filing.

CITY PLAN COMMISSION
BY: N. A. WOOD
CITY PLAN ENGINEER

FILED FOR APPROVAL:
This 13th day of NOV. 1947 at 1200 o'clock M.
CITY PLAN COMMISSION
DALLAS, TEXAS
BY: N. A. WOOD
CITY PLAN ENGINEER

CERTIFICATE OF APPROVAL:

I, R. W. BAXTER, Chairman of the City Plan Commission of the City of Dallas, State of Texas, hereby certify that the attached Plat was duly filed for approval with the City Plan Commission of the City of Dallas on the 13th day of NOV., A.D. 1947 and same was duly approved on the 4th day of DEC. A.D. 1947 by said Commission.

R. W. BAXTER
CHAIRMAN
CITY PLAN COMMISSION
DALLAS, TEXAS

ATTEST:

NATH CORNING,
SECRETARY

FILE # 1497

FILED FOR RECORD THIS, THE 19 DAY OF JANUARY A.D. 1948 at 11:52 A.M. ED. R. STUBER, COUNTY CLERK OF A. E. TRUESDILL, DEPUTY
RECORDED THIS, THE 3 DAY OF AUGUST A.D. 1948, ED. R. STUBER, COUNTY CLERK BY

DEPUTY
HUD sold the property for $1 to a NP. The NP transferred it to Dallas City Homes, Inc. The latter is now transferring it to WCH, the seller to the proposed development owner. - bps

SPECIAL WARRANTY DEED

STATE OF TEXAS

COUNTY OF DALLAS

THAT DALLAS CITY HOMES, INC., a Texas non-profit corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to it paid by WCH LIMITED PARTNERSHIP, a Texas limited partnership ("Grantee"), unto Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, all that certain land situated in the City of Dallas, County of Dallas, State of Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with, all and singular and any and all appurtenances of Grantor pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way, strips or gores of real estate adjoining the Property (said land, rights and appurtenances being hereinafter referred to collectively as the "Property")

This conveyance is made and accepted subject, subordinate and inferior to the easements, covenants and other matters and exceptions set forth on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Permitted Exceptions"), but only to the extent they affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.
IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on this 3rd day of December, 1993.

GRANTOR:

DALLAS CITY HOMES, INC., a Texas non-profit corporation

By: Duane McClurg, President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this the 3rd day of December, 1993, by Duane McClurg, President of Dallas City Homes, Inc., a Texas non-profit corporation, on its behalf.

Notary Public in and for the State of Texas

Grantee's Mailing Address:

WCH Limited Partnership
312 West 7th Street
Dallas, Texas 75208-4639

AFTER RECORDING, RETURN TO:

Loren Joseph Weinstein
Ungerman Hill, P.C.
4400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

SPECIAL WARRANTY DEED - Page 2
0093237.deed.wch

93237 5105
EXHIBIT "A"

GF No. D-321409

TRACT I:

Description of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Eighth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2 and Part 3 on survey plats prepared by Powell & Powell Engineers in May 1949, and bearing Drawing Numbers P-115.48, P-115.49 and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod set for corner at the intersection of the North right-of-way line of Wynnewood Drive (70 feet wide) and the Easterly right-of-way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Eighth Section of Wynnewood;

THENCE North 17 deg. 43 min. 07 sec. West, with said line of Llewellyn Avenue, a distance of 182.08 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 deg. 16 min. 53 sec. East, a distance of 700.94 feet from said point;

THENCE with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East right-of-way line of Pratt Street (50 feet wide) through a central angle of 25 deg. 22 min. 16 sec., an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

THENCE North 07 deg. 39 min. 09 sec. East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 deg. 20 min. 51 sec. a distance of 1684.88 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 06 deg. 54 min. 47 sec., an arc distance of 227.42 feet to a Hilti Nail set at the end of said curve;

THENCE North 14 deg. 33 min. 56 sec. East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 deg. 26 min. 04 sec. East a distance of 3249.04 feet from said point;

THENCE with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 deg. 45 min. 24 sec. an arc distance of 666.68 feet to a one half inch iron rod set at the end of said curve:

93237 51.06

SOUTHWEST LAND TITLE COMPANY

Chicago Title Insurance Company
GF No. D-321409

THENENCE North 26 deg. 19 min. 20 sec. East, with said line of Pratt Street, a distance of 251.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 deg. 40 min. 40 sec. East a distance of 1854.88 feet from said point;

THENENCE with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 18 deg. 50 min. 00 sec., an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve;

THENENCE North 45 deg. 09 min. 20 sec. East with said line of Pratt Street, a distance of 359.96 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 deg. 50 min. 40 sec. East a distance of 452.82 feet from said point;

THENENCE with said line of Pratt Street, and with said curve to the right through a central angle of 15 deg. 58 min. 52 sec., an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 deg. 51 min. 48 sec. East a distance of 125.00 feet from said point;

THENENCE with said line of Pratt Street and with said curve to the right, through a central angle of 60 deg. 37 min. 48 sec. an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 31 deg. 46 min. 00 sec. West a distance of 32.99 feet from said point;

THENENCE with said line of Pratt Street and with said curve to the right through a central angle of 90 deg. 00 min. 00 sec., an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West right-of-way line of Zang Boulevard (125 feet wide);

THENENCE South 31 deg. 46 min. 00 sec. West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 deg. 14 min. 00 sec. East a distance of 3852.22 feet from said point;

THENENCE with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.29 feet, a one half inch iron rod set for line, at an arc distance of 1106.80 feet, a one half inch iron rod set for line, in all, through a central angle of 26 deg. 34 min. 32 sec., an arc distance of 1800.69 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive;

THENENCE South 84 deg. 24 min. 15 sec. West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4520 acres of land, more or less.

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SOUTHWEST LAND TITLE COMPANY  Chicago Title Insurance Company
TRACT II:

Description of 29.9557 acre tract of land, said tract being known as Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 214-A of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 29.9557 acre tract being that same property shown as Part 1, Part 2, Part 3 and Part 4 on survey plans prepared by Powell & Powell Engineers in June 1949 and being Drawing Numbers P-115.51, P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod found for corner in the East right-of-way line of Zang Boulevard (125 feet wide) said point being North 00 deg. 03 min. 00 sec. West a distance of 578.51 feet from the intersection of said line of Zang Boulevard with the North right-of-way line of Illinois Avenue (100 feet wide);

THENCE North 00 deg. 03 min. 00 sec. West with said line of Zang Boulevard, at 302.82 feet pass a one half inch iron rod set for line, in all, a distance of 375.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 deg. 57 min. 00 sec. East, a distance of 3757.22 feet;

THENCE with said line of Zang Boulevard and with said curve to the right, at an arc distance of 993.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 deg. 49 min. 00 sec. an arc distance of 2086.41 feet to a one half inch iron rod set at the end of said curve;

THENCE North 31 deg. 46 min. 00 sec. East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.95 feet to a one half inch iron rod set at angle point;

THENCE North 38 deg. 44 min. 57 sec. East, with said line of Zang Boulevard a distance of 121.49 feet to a one half inch iron rod set for corner;

THENCE South 75 deg. 23 min. 30 sec. East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company right-of-way, said point being in a curve to the left the center of which bears South 75 deg. 23 min. 30 sec. East distance of 1474.69 feet from said point;

THENCE with said curve to the left through a central angle of 13 deg. 00 min. 00 sec. an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

THENCE South 01 deg. 36 min. 40 sec. West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;

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SOUTHWEST LAND TITLE COMPANY

Chicago Title Insurance Company
GF No. D-321409

THENCE in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances:

THENCE South 31 deg. 36 min. 40 sec. West a distance of 70.95 feet to an angle point;

THENCE South 46 deg. 12 min. 00 sec. West a distance of 100.00 feet to an angle point;

THENCE South 20 deg. 53 min. 40 sec. West a distance of 207.50 feet to an angle point;

THENCE South 14 deg. 05 min. 10 sec. East a distance of 103.00 feet to an angle point;

THENCE South 21 deg. 37 min. 45 sec. West a distance of 174.20 feet to an angle point;

THENCE South 06 deg. 24 min. 00 sec. East a distance of 242.80 feet to an angle point;

THENCE South 27 deg. 04 min. 45 sec. West a distance of 237.54 feet to an angle point;

THENCE South 28 deg. 09 min. 40 sec. West a distance of 212.41 feet to an angle point;

THENCE South 45 deg. 44 min. 10 sec. West a distance of 96.76 feet to an angle point;

THENCE South 21 deg. 16 min. 00 sec. West a distance of 198.85 feet to an angle point;

THENCE South 42 deg. 49 min. 00 sec. West a distance of 160.27 feet to an angle point;

THENCE South 22 deg. 53 min. 20 sec. West a distance of 226.32 feet to an angle point;

THENCE South 07 deg. 42 min. 45 sec. East, a distance of 107.12 feet to an angle point;

THENCE South 18 deg. 28 min. 00 sec. East a distance of 231.65 feet to an angle point;

THENCE South 09 deg. 26 min. 40 sec. West a distance of 187.07 feet to an angle point;

THENCE South 02 deg. 48 min. 10 sec. West a distance of 100.77 feet to an angle point;

THENCE South 14 deg. 07 min. 20 sec. West a distance of 45.04 feet to an angle point;
GP No. D-321409

THENCE South 49 deg. 42 min. 00 sec. West a distance of 241.09 feet to an angle point;

THENCE South 01 deg. 49 min. 20 sec. East a distance of 136.06 feet to an angle point;

THENCE South 36 deg. 46 min. 15 sec. West a distance of 105.41 feet to an angle point;

THENCE South 08 deg. 29 min. 15 sec. East a distance of 135.35 feet to an angle point;

THENCE South 14 deg. 58 min. 55 sec. East a distance of 52.40 feet to an angle point;

THENCE South 72 deg. 47 min. 20 sec. East a distance of 53.21 feet to an angle point;

THENCE South 20 deg. 30 min. 55 sec. East a distance of 39.81 feet to an angle point;

THENCE South 56 deg. 04 min. 45 sec. West a distance of 86.07 feet to an angle point;

THENCE South 03 deg. 47 min. 50 sec. East a distance of 113.55 feet to an angle point for corner;

THENCE South 81 deg. 40 min. 30 sec. West, leaving South Branch of Cedar Creek, a distance of 153.01 feet to a one half inch iron rod found for angle point;

THENCE North 66 deg. 50 min. 00 sec. West a distance of 161.47 feet to the PLACE OF BEGINNING;

CONTAINING 1,304,870 square feet or 29.9557 acres of land, more or less.
EXHIBIT "B"

1. Deed of Trust, Assignment, Security Agreement and Financing Statement dated December 31, 1992, executed by Dallas City Homes, Inc. to Michael F. Hord, Trustee, securing NationsBank of Texas, N.A., in the payment of one note in the original principal sum of $4,000,000.00, filed January 4, 1993, recorded in Volume 93001, Page 0667, Deed of Trust Records, Dallas County, Texas.

2. Deed of Trust, Assignment, Security Agreement and Financing Statement dated December 31, 1992, executed by Dallas City Homes, Inc. to Michael F. Hord, Trustee, securing NationsBank Community Development Corporation in the payment of one note in the original principal sum of $1,500,000.00, filed January 4, 1993, recorded in Volume 93001, Page 0691, Deed of Trust Records, Dallas County, Texas.

3. Promissory Note to be executed by WCH Limited Partnership, payable to the order of the City of Dallas, in the original principal sum of $1,080,000.00, to be secured by a deed of trust, to be recorded in the Deed of Trust Records, Dallas County, Texas.

4. Deed of Trust dated December 21, 1992, executed by Dallas City Homes, Inc. to Jack Stark, Trustee, securing Department of Housing and Urban Development, in the payment of one note in the original principal sum of $500,000.00, filed January 4, 1993, recorded in Volume 93001, Page 718, Deed of Trust Records, Dallas County, Texas.

5. Standby fees and taxes for the year 1993 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

6. Ten foot sanitary sewer easement granted in instrument from Julian H. Zimmerman, Federal Housing Commissioner to City of Dallas, dated May 12, 1960, filed June 8, 1960, recorded in Volume 5348, Page 598, Deed Records, Dallas County, Texas. Affects Tract II.


8. Easement and Right of Way from Wynnewood Gardens No. 4 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated February 9, 1948, filed February 24, 1948, recorded in Volume 2944, Page 443, Deed Records, Dallas County, Texas.
County, Texas. Affects Tract I.

9. Easement and Right of Way from Wynnewood Gardens No. 5 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated June 10, 1948, filed June 29, 1948, recorded in Volume 2998, Page 299, Deed Records, Dallas County, Texas; as amended by instrument dated June 14, 1949, filed June 17, 1949, recorded in Volume 3146, Page 511, Deed Records, Dallas County, Texas. Affects Tract II.

10. Easement and Right of Way from Wynnewood Gardens No. 5 to Dallas Power & Light Co. and Southwestern Bell Telephone Company, dated June 10, 1948, filed June 29, 1948, recorded in Volume 2998, Page 299, Deed Records, Dallas County, Texas. Affects Tract II.

11. Easement and Right of Way from American Home Realty Company to City of Dallas, dated April 1, 1932, filed September 21, 1933, recorded in Volume 1812, Page 304, Deed Records, Dallas County, Texas.


13. Memorandum of Lease Agreement made and entered into on October 17, 1985 by and between Wynnewood Apartments, as Lessor, and WEB Service Company, Inc., as Lessee, said Memorandum being dated October 17, 1985, recorded in Volume 85221, Page 1855, Deed Records, Dallas County, Texas.


15. Terms and provisions of and easements created in City of Dallas Ordinance No. 21295 adopted on May 27, 1992, filed of record on November 25, 1992, recorded in Volume 92231, Page 1636, Deed Records, Dallas County, Texas.

16. Terms and provisions contained in Special Warranty Deed from Jack Kemp, Secretary of Housing and Urban Development of Washington, D.C. to Dallas City Homes, Inc., dated December 31, 1992, filed of record on January 4, 1993, recorded in Volume 93001, Page 0649, Deed Records, Dallas County, Texas, as amended by that certain Amended and Restated Special Warranty Deed filed October 13, 1993, recorded in Volume

EXHIBIT 92 - Page 2
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17. Any portion of the Property lying within the boundaries of a public or private roadway, whether dedicated or not.

18. Rights of tenants in possession, as tenants only, under any unrecorded leases or rental agreements.
SPECIAL WARRANTY DEED

THAT, Jack Kemp, Secretary of Housing and Urban Development, of Washington, D.C. (hereinafter referred to as Grantor), for and in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable considerations, to him in hand paid, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Dallas City Homes, Inc. (hereinafter referred to as Grantee(s)), all the following described property situate in the City of Dallas, County of Dallas, State of Texas, and more particularly described on the attached Exhibit "A", and;

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

TO HAVE AND TO HOLD, the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee(s), its successors and assigns forever.

SUBJECT to and as AFFECTED by, however, all covenants, easements, restrictions, reservations, conditions and rights appearing of record, and SUBJECT to any state of facts which an accurate survey would show.

GRANTOR hereby binds himself, his successors and assigns, to WARRANT and forever DEFEND, with the exceptions stated above, all and singular, the said property unto said purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Notwithstanding anything in this Deed to the contrary; (1) whenever the term "foreclosure" is used in this Deed, it means the conduct of a foreclosure sale of the property or real estate described on the attached Exhibit "A" (the "Property") by NationsBank of Texas, N.A. (the "Bank"), the holder of the first lien encumbering the Property and securing a promissory note of
even date therewith in the original stated principal amount of $4,000,000.00 (the "First Lien"), by NationBank Community Development Corporation ("CDC"), the holder of the second lien encumbering the Property and securing a promissory note of even date therewith in the original stated principal amount of $1,500,000.00 (the "Second Lien"), or by the City of Dallas (the "City of Dallas"), the holder of the third lien encumbering the Property and securing a promissory note of even date therewith in the original stated principal amount of $1,080,000.00 (the "Third Lien"), as the First Lien, the Second Lien or the Third Lien may be renewed, extended and/or modified by the Bank, CDC and/or the City of Dallas; and (2) whenever the term "purchaser" is used in this Deed, it includes the Bank, CDC and the City of Dallas.

SAID premises shall be subject to the following:

Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 USC §1701z-12, as amended, the Grantee, for itself, its successors and assigns, agrees not to refuse unreasonably to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy because any resident or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation (hereinafter referred to as Section 8). This provision is limited in its application, for residents or applicants with Section 8 Certificates or their equivalent (other than Vouchers), to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by the Grantor.

Use Restriction

(1) (a) In order to comply with 12 USC §1701z-11, the Grantee covenants that the dwelling units on the Property will be maintained as rental housing for a total period of thirty (30) years from the date of this Deed.

(b) During the thirty (30) years after the date of this Deed the Property will be maintained as housing for low-to moderate-income families, as defined in the United States Housing Act of 1937.

(2) Qualifying residents occupying units to be assisted under the Section 8 HAP Contract shall not pay more in rent and utilities than they would if their units were assisted

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under 24 CFR Part 886, Subpart C. This provision shall remain effective if assistance under 24 CFR Part 886, Subpart C never commences or commences and terminates prior to the completion of the term of the assistance contract. This provision shall not require the Grantee to evict or otherwise remove from occupancy any resident who is not an Eligible Family and who resides on the Property as of the date of this Deed. This provision shall be enforceable by the Grantor, Eligible Families or any other resident on the Property.

Section 8 Unit Maintenance (Project Based Subsidy)

(1) In order to assure compliance with 12 USC §1701z-11, the Secretary of Housing and Urban Development ("Secretary"), will provide housing assistance under Section 8 of the United States Housing Act of 1937 (42 USC §1437f) for the Property. During the term of the Housing Assistance Payments Contract ("HAP"), the Grantee shall maintain all dwelling units covered by a HAP after the date of this Deed in accordance with the requirements of the HAP and the Section 8 Housing Assistance Payments Program - Special Allocations (24 CFR Part 886, Subpart C).

(2) This covenant shall terminate upon the termination of the HAP or at foreclosure if the purchaser elects this option.

Resident Initiatives Development Plan

The Grantee covenants that it will comply with the Resident Initiatives Development Plan.

(a) The Grantee must have a local principal representative (Resident Initiatives Coordinator) to administer the daily tenant activities concerning the Property.

(b) Grantee shall take the following actions in order to train the residents to become future managers of a cooperative type housing project.

(i) Provide a training program available to residents which would prepare residents to assume all responsibilities of management and to administer a professional property management contract, including financing, budgeting, physical maintenance, purchasing, compliance with relevant HUD regulations, and operating a resident management housing corporation. This training shall also be

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provided to residents of the Wynnewood Cooperative to be established by the Purchaser on adjacent property which was formerly part of this project; provided, however, that any such rights to training to be provided to the residents of Wynnewood Cooperative will terminate at foreclosure unless purchaser elects otherwise;

(ii) Establish and actively involve and consult with the Residents Association in decisions on matters including, but not limited to:
   -- Project management;
   -- Social/support services;
   -- Security;
   -- Recreational activities; and
   -- Anti-drug activities.

(iii) Within ninety (90) days after conveyance of the Property from the Grantor to the Grantee ("Closing"), retain an individual, on a full-time basis, at project expense, with the experience/qualifications for the position of Residents Initiatives Project Coordinator (RIPC) who will work closely with the Resident Association in developing and implementing a Resident Initiatives Operating (RIO) Plan;

(iv) After Closing, the buyer shall submit annually an RIO Plan which includes quarterly training milestones and an estimate of the cost of achieving each milestone;

(v) Provide at no cost on-site office space for the RIPC as well as the basic equipment, supplies, and services needed to support the Residents Initiatives Program; (Note: Project Funding for this position and activities will be in the amount of not less than $160,000 [One Hundred Sixty Thousand Dollars] annually and will be paid from project rents, or provided for by services to the tenants; provided, however, that such amount shall be not be required to be deposited until the rehabilitation of improvements located on the Property is completed and provided further that as each
unit of the rehabilitated improvements is completed and occupied, such amount shall then be due but only on a prorated basis based upon both the total number of units completed and occupied and the number of remaining days in the calendar year in which the unit is both completed and occupied. While not limited to this amount, the amount may be increased yearly by the Authorized Annual Adjustment Factor for Section 8 project rental increases. HUD approval is required for disposition of any surplus funds escrowed.

(vi) RIPC will meet personally with the Residents Association at least monthly during the period in which the Grantee retains ownership of the Property.

(vii) Assure that the Grantee and/or Management Agent attends meetings, designated by the Resident Association at least monthly, to provide information and report on project-related matters affecting the project's residents, e.g., annual budget, major expenditures, status of maintenance/repair program; and

(viii) Solicit input from the Residents Association with respect to new policies and programs related to the Residents Association's concerns and matters impacting project residents.

(ix) Purchaser will permit Seller use of upstairs offices located in Building 1910 to provide training to residents of the project or other projects or other purposes at no cost.

The Resident Initiative Operating Plan

(a) The Resident Initiative Operating Plan shall include, but not necessarily be limited to, the following initiatives:

-- Conducting a survey of the resident population to develop a resident profile designed to assess residents' needs, special skills, potential for residents' business ventures, etc., as well as family composition as a basis for planning and prioritizing special emphasis efforts (i.e., playground, tutoring, and after school programs);
Establishment of a Residence Watch/Patrol Program for each building to address vandalism, security and drug-related programs;

Resident involvement in the identification and resolution of problems related to maintenance and occupancy;

Identification and coordination of supportive social services and resources available through community, civic and public organizations for the creation of a resident referral service;

Establishment of a Resident Program with nominal membership fees. (Examples of a program would include a Day Care Center, Neighborhood Consignment Shop, and other support services/commodities, such as tax return preparation, bike repair, food specialties, etc., depending on resident needs, skills and vocations.); and

(b) Reporting requirements. - A report must be provided to the Grantor at least quarterly with respect to progress made toward accomplishing the established goals. A quarterly financial accounting reporting on expenditures under the RIO Plan must be provided. Copies must be provided to the Residents Association.

Notification Requirements

With a minimum of thirty (30) days notice, allow the Residents Association input in the following:

-- Proposals to convert utility arrangement; and

-- Major capital improvements impacting on residences.

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EQUITY PARTICIPATION

(1) If the Grantee, its successors, assigns or purchasers for value, sells, assigns, transfers or conveys the Property, the net sale proceeds, after the satisfaction of all indebtedness to lenders and the required return to be paid to all equity sources, including, without limitation, the unpaid balance of any indebtedness then remaining on the First Lien, the Second Lien and the Third Lien, less any expenses incurred by the Grantee as approved by Grantor consisting of (1) reasonable transaction costs, (2) purchase price paid by the Grantee for the Property, (3) amounts previously paid by the Grantee to the Grantor under paragraph (2) below since the previous sale of the Property, or (4) other costs paid by Grantee as approved by Grantor, i.e., costs of renovation and rehabilitation other than routine maintenance and repairs, shall be assigned to the Grantor in the following amount:

(a) between the date of the Deed and fifteen (15) years from the date of the Deed, one hundred (100) percent;

(b) between sixteen and twenty (16-20) years from the date of the Deed, seventy-five (75) percent;

(c) between twenty-one and thirty (21-30) years from the date of the Deed, fifty (50) percent; and

(d) over thirty (30) years from the date of the Deed, twenty-five (25) percent.

(2) If the Grantee, its successors, assigns or Purchasers for value, refinances without approval in writing from Grantor, including without limitation the placement of any indebtedness secured by the Property ("Refinancing"), the proceeds from the refinancing, after the satisfaction of all indebtedness to lenders and the required return to be paid to all equity sources, including, without limitations, the unpaid balance of any indebtedness then remaining on the first Lien, the Second Lien and the Third Lien less any expenses incurred by the Grantee consisting of (1)
reasonable transaction costs, (2) any mortgage debt paid off in connection with the refinancing, (3) costs paid by Grantee as approved by Grantor, i.e., costs of renovation and rehabilitation, other than routine maintenance and repairs, (4) amounts previously paid by Grantee to Grantor under this paragraph (2), shall be assigned to the Grantor in the manner provided in section one (1), above.

(3) The Grantee shall keep or cause to be kept, accurate records of account of any Sale of Refinancing and of the Cost of Renovation and Rehabilitation. The Grantor during Grantee’s normal working hours, shall have the right to enter and have free access to inspect all books and records of the Grantee. Upon the written request of the Grantor, the Grantee shall retain an independent certified public accountant who shall prepare an accounting of any Sale, Refinancing, or Cost of Renovation or Rehabilitation.

(4) Notwithstanding anything in this Deed to the contrary, upon any foreclosure of the Property by Bank of CDC, it is understood and agreed that all of the Equity Participation Covenants herein set forth shall terminate upon the payment to Grantor of the sum of Two Million Five Hundred Thousand Dollars ($2,500,000), whereupon Grantor shall file an instrument of record terminating the Equity Participation Covenants.
NOTICES

Any notice or communication required or permitted hereunder shall be deemed to be delivered upon actual receipt by the addressee or if mailed, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested, addressed to the intended recipient at the address stated below. Any address for notice may be changed by written notice so given. Until changed in accordance herewith, the following addresses are specified as the addresses for the parties for receiving payments, notices, demands and documents:

Grantor: 1600 Throckmorton
Fort Worth, Texas 76113-2905

Grantee: 312 West 7th Street
Dallas, Texas 75208-4639

Partnership: 312 West 7th Street
Dallas, Texas 75208-4639

Bank: 901 Main Street, 51st Floor
Dallas, Texas 75202
Attn: Real Estate Loan
Administration,
Dallas County, Texas
PROHIBITION OF ENCUMBRANCES

Except for the First Lien, the Second Lien and the Third Lien, the Grantee shall not place or be allowed to place any encumbrances securing mortgage financing on the Property, unless Grantor, by written agreement, approves any such encumbrance.

HAZARD INSURANCE

The Grantee shall obtain and maintain hazard insurance coverage for the value of the property.

RESERVE FUND FOR REPLACEMENTS AND RESIDUAL RECEIPTS ACCOUNTS

(1) Grantee will be required to deposit $84,000 (Eighty Four Thousand and No/100 Dollars) annually into the Reserve Fund for Replacements account, payable monthly commencing the first day of the first month following completion of repairs. The payment will be prorated based on percentage occupancy when occupancy is less than ninety-five percent.

(2) All surplus cash or residual receipts shall be deposited into a 1st lien holder approved depository and may be used only with the Grantor's approval.

Except as otherwise provided in this Deed, these covenants shall run with the land hereby conveyed and shall bind the Grantee, its successors, assigns and purchasers for value, for a period of thirty (30) years from the date of this Deed. In the event of a breach or a threatened breach of any of these covenants, the Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to
institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are violative of such covenant. For the purposes of these covenants, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or equivalent document pursuant to successor legislation. In addition to any other remedy, the Grantor and his successors in office shall be entitled to enter and terminate the estate hereby granted and conveyed if the Grantee fails to comply with the Resident Initiatives Development Plan and the Rehabilitation Plan. The Resident Initiative Requirements of this Deed (both the Resident Initiative Development Plan and the Resident Initiative Operating Plan) shall terminate in the event of foreclosure of the First Lien or the Second Lien established by Bank or CDC for the rehabilitation of this property.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenant. The effective date of this deed shall be December 31, 1992.

IN WITNESS WHEREOF the undersigned on Dec 31, 1992, has set his hand and seal as Director, Housing Division, Fort Worth Regional Office, Fort Worth, Texas, for and on behalf of the said Secretary of Housing and Urban Development.

Jack Kemp
Secretary of Housing and Urban Development

By: Larry Mannford
Acting Director, Office of Housing
Fort Worth Regional Office
STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Larry Mumford, known to me to be the duly appointed Acting Director, Housing Division, Fort Worth Regional Office, Fort Worth, Texas, whose name is subscribed to the foregoing instrument dated December 31, 1992, by virtue of the authority vested in him by 35 FR 16101, as amended, and acknowledged to me that he executed the same as Director, Housing Division, for an on behalf of Jack Kemp, Secretary of Housing and Urban Development, for the purpose and consideration therein expressed.

Given under my hand and seal this 31st day of December, 1992.

[Signature]
MAY B. TERRELL
Notary Public
STATE OF TEXAS
My Comm. Exp. 01/13/98

[Signature]
Notary Public in and for Tarrant County, Texas
TRACT I:

Description of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Eighth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2 and Part 3 on survey plats prepared by Powell & Powell Engineers in May 1949, and bearing Drawing Numbers P-115.48, P-115.49 and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod set for corner at the intersection of the North right-of-way line of Wynnewood Drive (70 feet wide) and the Easterly right-of-way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Eighth Section of Wynnewood;

THENCE North 17 deg. 43 min. 07 sec. West, with said line of Llewellyn Avenue, a distance of 182.08 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 deg. 16 min. 53 sec. East, a distance of 700.64 feet from said point;

THENCE with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East right-of-way line of Pratt Street (50 feet wide) through a central angle of 25 deg. 22 min. 16 sec., an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

THENCE North 07 deg. 39 min. 09 sec. East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 deg. 20 min. 51 sec. a distance of 1884.66 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 06 deg. 54 min. 47 sec., an arc distance of 227.42 feet to a Hilti Nail set at the end of said curve;

THENCE North 14 deg. 33 min. 56 sec. East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 deg. 26 min. 04 sec. East a distance of 3249.04 feet from said point;

THENCE with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 deg. 45 min. 24 sec. an arc distance of 666.88 feet to a one half inch iron rod set at the end of said curve;
THENCE North 26 deg. 19 min. 20 sec. East, with said line of Pratt Street, a distance of 251.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 deg. 40 min. 40 sec. East a distance of 1884.86 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 18 deg. 50 min. 00 sec. an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve;

THENCE North 45 deg. 09 min. 20 sec, East with said line of Pratt Street, a distance of 359.96 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 deg. 50 min. 40 sec. East a distance of 452.52 feet from said point;

THENCE with said line of Pratt Street, and with said curve to the right through a central angle of 15 deg. 58 min. 52 sec., an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 deg. 51 min. 48 sec. East a distance of 125.00 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right, through a central angle of 60 deg. 37 min. 48 sec. an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 31 deg. 46 min. 00 sec. West a distance of 32.99 feet from said point;

THENCE with said line of Pratt Street and with said curve to the right through a central angle of 80 deg. 00 min. 00 sec., an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West right-of-way line of Zang Boulevard (125 feet wide);

THENCE South 31 deg. 46 min. 00 sec. West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 deg. 14 min. 00 sec. East a distance of 3882.22 feet from said point;

THENCE with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.29 feet, a one half inch iron rod set for line, at an arc distance of 1106.80 feet, a one half inch iron rod set for line, in all, through a central angle of 26 deg. 34 min. 32 sec., an arc distance of 1800.69 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive;

THENCE South 84 deg. 24 min. 15 sec. West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4520 acres of land, more or less.
Description of 29.9557 acre tract of land, said tract being known as Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 214-A of the Map Records of Dallas County, Texas, said tract being in Block 5973 of the City of Dallas, said 29.9557 acre tract being that same property shown as Part 1, Part 2, Part 3 and Part 4 on survey plats prepared by Powell & Powell Engineers in June 1949 and being Drawing Numbers P-115.51, P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

BEGINNING at a one half inch iron rod found for corner in the East right-of-way line of Zang Boulevard (125 feet wide) said point being North 00 deg. 03 min. 00 sec. West a distance of 576.51 feet from the intersection of said line of Zang Boulevard with the North right-of-way line of Illinois Avenue (100 feet wide);

THENCE North 00 deg. 03 min. 00 sec. West with said line of Zang Boulevard, at 302.82 feet pass a one half inch iron rod set for line, in all, a distance of 376.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 deg. 57 min. 00 sec. East, a distance of 3757.22 feet;

THENCE with said line of Zang Boulevard and with said curve to the right, at an arc distance of 993.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 deg. 49 min. 00 sec. an arc distance of 2088.41 feet to a one half inch iron rod set at the end of said curve;

THENCE North 31 deg. 46 min. 00 sec. East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.95 feet to a one half inch iron rod set at angle point;

THENCE North 38 deg. 44 min. 57 sec. East, with said line of Zang Boulevard a distance of 121.49 feet to a one half inch iron rod set for corner;

THENCE South 75 deg. 23 min. 30 sec. East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company right-of-way, said point being in a curve to the left the center of which bears South 75 deg. 23 min. 30 sec. East a distance of 1474.69 feet from said point;

THENCE with said curve to the left through a central angle of 13 deg. 00 min. 00 sec. an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

THENCE South 01 deg. 36 min. 40 sec. West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;
THENCE in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances:

THENCE South 81 deg. 36 min. 40 sec. West a distance of 70.95 feet to an angle point;

THENCE South 46 deg. 12 min. 00 sec. West a distance of 100.00 feet to an angle point;

THENCE South 20 deg. 53 min. 40 sec. West a distance of 207.50 feet to an angle point;

THENCE South 14 deg. 05 min. 10 sec. East a distance of 103.00 feet to an angle point;

THENCE South 21 deg. 37 min. 45 sec. West a distance of 174.20 feet to an angle point;

THENCE South 06 deg. 24 min. 00 sec. East a distance of 242.80 feet to an angle point;

THENCE South 27 deg. 04 min. 45 sec. West a distance of 237.54 feet to an angle point;

THENCE South 28 deg. 09 min. 40 sec. West a distance of 212.41 feet to an angle point;

THENCE South 45 deg. 44 min. 10 sec. West a distance of 96.76 feet to an angle point;

THENCE South 21 deg. 16 min. 00 sec. West a distance of 188.85 feet to an angle point;

THENCE South 42 deg. 49 min. 00 sec. West a distance of 160.27 feet to an angle point;

THENCE South 22 deg. 53 min. 20 sec. West a distance of 223.32 feet to an angle point;

THENCE South 07 deg. 42 min. 45 sec. East, a distance of 107.12 feet to an angle point;

THENCE South 18 deg. 28 min. 00 sec. East a distance of 231.65 feet to an angle point;

THENCE South 09 deg. 26 min. 40 sec. West a distance of 187.07 feet to an angle point;

THENCE South 02 deg. 48 min. 10 sec. West a distance of 100.77 feet to an angle point;

THENCE South 14 deg. 07 min. 20 sec. West a distance of 45.04 feet to an angle point;
THENCE South 49 deg. 42 min. 00 sec. West a distance of 241.09 feet to an angle point;

THENCE South 01 deg. 49 min. 20 sec. East a distance of 136.08 feet to an angle point;

THENCE South 36 deg. 48 min. 15 sec. West a distance of 105.41 feet to an angle point;

THENCE South 08 deg. 29 min. 15 sec. East a distance of 135.35 feet to an angle point;

THENCE South 14 deg. 58 min. 55 sec. East a distance of 52.40 feet to an angle point;

THENCE South 72 deg. 47 min. 20 sec. East a distance of 53.21 feet to an angle point;

THENCE South 20 deg. 30 min. 55 sec. East a distance of 39.81 feet to an angle point;

THENCE South 56 deg. 04 min. 45 sec. West a distance of 86.07 feet to an angle point;

THENCE South 03 deg. 47 min. 50 sec. East a distance of 113.55 feet to an angle point for corner;

THENCE South 81 deg. 40 min. 30 sec. West, leaving South Branch of Cedar Creek, a distance of 153.01 feet to a one half inch iron rod found for angle point;

THENCE North 66 deg. 50 min. 00 sec. West a distance of 161.47 feet to the PLACE OF BEGINNING;

CONTAINING 1,304,870 square feet or 28.9557 acres of land, more or less.

48.407 acres including the subject's 8.885 acres - bps
Record and return to:  Project No. 112-10504
David Cooper, Asst. General Counsel  Name: Wynnewood Apartments
Multifamily Mortgage Division  Location: Dallas, Texas
U.S. Department of Housing and  
Urban Development
451 7th Street, S.W., Room 9228
Washington, D.C. 20410
Attn: Gerald Salzman, Sr. Attorney

SPECIAL WARRANTY DEED

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL PERSONS BY THESE PRESENTS THAT,

The GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (the
"Grantor"), an association formed pursuant to the laws of the
United States of America and having its principal office at 451
7th Street, S.W., Washington, D.C. 20410, for and in
consideration of Ten Dollars ($10.00) and other valuable
consideration, to it in hand paid, has granted, sold and
conveyed, and by these presents does grant, sell and convey, to
the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, of Washington,
D.C., and his successors in office and assigns (the "Grantee"),
whose address is 451 7th Street, S.W., Washington, D.C. 20410,
all that property located in Dallas County, Texas, and more
particularly described on Exhibit "A" attached hereto.

To have and to hold the above described premises, together
with all and singular the rights and appurtenances thereto in
any wise belonging, to the said Secretary of Housing and Urban
Development, and his successors in office and assigns, forever.

And the Grantor and its successors and assigns will forever
defend all and singular the described property to the Grantee
against every person claiming such property or any part of such
property, through or under the Grantor.

Executed this 23rd day of December 1990 by the Grantor,
acting by and through York Associates, Inc., a District of
Columbia corporation and Agent and Special Attorney-in-Fact for
the Grantor, as evidenced by the Notice of Assignment, Agency
and Special Power of Attorney dated June 21, 1990, and attached
hereto.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: YORK ASSOCIATES, INC., as its Agent
and Special Attorney-in-Fact

By: Donald F. Erb
First Vice President

[0838J]
STATE OF MARYLAND      )
COUNTY OF MONTGOMERY    ) ss:

This instrument was acknowledged before me on December 4th, 1990, by Donald F. Erb, First Vice President of York Associates, Inc., a District of Columbia corporation, on behalf of said corporation as Agent and Special Attorney-in-Fact for the Government National Mortgage Association.

[Signature]
Notary Public
My Commission Expires

90241 1448
Wynnewood

EXHIBIT "A"

DESCRIPTION

TRACT I:

A 1.473 acre tract of land, said tract being known as Wynnewood Gardens No. 1, and being comprised of Lots 13, 14, 15, 16, 17 and 18 of Block 3 of the First Section of Wynnewood, an addition to the City of Dallas recorded in Volume 9, Page 165, Map Records, Dallas County, Texas, said 1.473 acre tract being that same property shown on survey plat prepared by Powell & Powell, Engineers in August 1946 and bearing Drawing No. P-115.46, said 1.473 acre tract being more particularly described as follows:

Beginning at a Hilti nail set in concrete at the intersection of the South Right-of-Way line of Illinios (100 feet wide) and the Northwesterly Right-of-Way line Nicholson Drive (50 feet wide) said point being in a curve to the right the center of which bears North 67 degrees, 28 minutes, 51 seconds West, a distance of 1634.09 feet from said point, (chord bears South 28 degrees, 13 minutes, 02 seconds West 324.48 feet);

Thence in a Southwesterly direction with said line of Nicholson Drive and with said curve to the right through a central angle of 11 degrees, 23 minutes, 46 seconds, an arc distance of 325.00 feet to a 2 inch iron pipe found for corner, said point being the most Easterly corner of Lot 19 Block 3 of said First Section of Wynnewood;

Thence North 54 degrees, 14 minutes, 25 seconds West, with the Northerly line of said Lot 19 and the Northerly line of Lot 12 of said Block 3, a distance of 271.02 feet to a two inch iron pipe found of the Southeasterly Right-of-Way line of Salerno Drive (50 feet wide), said point being in a curve to the left the center which bears North 55 degrees, 49 minutes, 12 seconds West a distance of 2268.67 feet from said point, (chord bears North 51 degrees, 17 minutes, 10 seconds East 149.95 feet);

Thence in a Northeasterly direction with said line of Salerno Drive and with said curve to the left through a central angle of 03 degrees, 47 minutes, 17 seconds, an arc distance of 155.00 feet to a one half inch iron rod set for corner in said South line of Illinios Avenue;

Thence South 39 degrees, 52 minutes, 55 seconds East with said line of Illinios Avenue a distance of 295.47 feet to the PLACE OF BEGINNING;

CONTAINING 64,149 square feet or 1.473 acres of land more or less

TRACT II

Description of a 2.211 acre tract of land, said tract being known as Wynnewood Gardens No. 2 and being comprised of Lots 17, 18, 19, 20, 21, 22 and 23 of Block No. 4 of the First Section of Wynnewood Addition, an addition to the City of Dallas recorded in Volume 9, Page 165, Map Records, Dallas County, Texas said 2.211 acre tract being that same property shown on survey plat prepared by Powell & Powell Engineers in July 1948 and bearing Drawing No. P-115.47, said 2.211 acre tract being more particularly described as follows:

Beginning at a Hilti Nail set for corner at the intersection of the South Right-of-Way line of Illinios (100 feet wide) and the Westerly Right-of-Way line of
DESCRIPTION

Garapan Drive (50 feet wide) said point being in a curve to the right the center of which bears North 67 degrees, 55 minutes, 33 seconds West a distance of 1662.21 feet from said point, (chord bears South 28 degrees, 53 minutes, 00 seconds West 394.16 feet);

Thence in a Southerly direction with said line of Garapan Drive and with said curve to the right through a central angle of 13 degrees, 37 minutes, 06 seconds, an arc distance of 395.08 feet to a two inch pipe found for corner, said point the Northeast corner of Lot 24 of said Block No. 4 of the First Installment of Wynnewood Addition;

Thence North 38 degrees, 54 minutes, 15 seconds West with the North line of Lot 24 and th North line of Lot 16 of said Block No. 4 a distance of 302.60 feet to a two inch iron pipe found for corner in the East Right-of-Way line of Nicholson Drive (50 feet wide), said point being in a curve to the left the center of which bears North 61 degrees, 02 minutes, 10 seconds West, a distance of 1684.09 feet from said point (chord bears North 25 degrees, 23 minutes, 30 seconds East 209.86 feet);

Thence in a Northerly direction with said line of Nicholson Drive and with said curve to the left through a central angle of 07 degrees, 08 minutes, 40 seconds, an arc distance of 210.00 feet to a one half inch iron rod set for corner in said South line of Illinios Avenue;

Thence South 89 degrees, 52 minutes, 55 seconds East with said line of Illinios Avenue a distance of 359.52 feet to the PLACE OF BEGINNING;

CONTAINING 96,320 square feet or 2.211 acres of land.

TRACT III:

A 2.335 acre tract of land, said tract being known as Wynnewood Gardens No. 3 and being comprised of Lots 20, 22, 23, 24, 25, 26, 27 and 28 of Block 5 of the First Section of Wynnewood, an addition to the City of Dallas recorded in Volume 9, Page 165, Map Records, Dallas County, Texas, said 2.335 acre tract being that same property shown on survey plat prepared by Powell & Powell Engineers in September 1948 and bearing Drawing No. E-25-04, said 2.335 acre tract being more particularly described as follows:

Beginning at a Hilti nail set for corner at the intersection of the South Right-of-Way line of Illinios Avenue (100 feet wide) with the Westerly Right-of-Way line of Llewellyn Avenue (variable width);

Thence South 00 degrees, 03 minutes, 00 seconds East with said line of Llewellyn Avenue a distance of 12.77 feet to a half inch iron rod set at the beginning of a curve to the right the center of which bears South 89 degrees, 58 minutes, 00 seconds West a distance of 746.21 feet from said point, (chord bears South 16 degrees, 33 minutes, 36 seconds West 426.21 feet), said curve transitioning from the West Right-of-Way line of Llewellyn Avenue to the West Right-of-Way line of Anzio Drive (variable width at this point);

Thence in a Southerly direction with said line of Anzio Drive and with said curve to the right through a central angle of 33 degrees, 11 minutes, 12 seconds an arc
DESCRIPTION

distance of 432.23 feet to a two inch iron pipe found for corner, said point being the most Easterly corner of Lot 29 of said Block 5 of the first section of Wynnewood Gardens;

Thence North 59 degrees, 49 minutes, 52 seconds West with the Northerly line of said Lot 29 and the Northerly line of Lot 19 of said Block No. 5 a distance of 288.52 feet to a two inch iron pipe found for corner in the Southeasterly Right-of-Way line of Garapan Drive (50 feet wide) said point being in a curve to the left the center of which bears North 58 degrees, 12 minutes, 16 seconds West a distance of 1712.21 feet from said point;

Thence in a Northerly direction with said line of Garapan Drive and with said curve to the left through a central angle of 10 degrees, 22 minutes, 25 seconds an arc distance of 310.00 feet to a two inch iron pipe found for corner in said South line of Illinios Avenue;

Thence South 89 degrees, 52 minutes, 55 seconds East with said line of Illinios Avenue a distance of 232.25 feet to the PLACE OF BEGINNING;

CONTAINING 101,720 square feet of 2.335 acres of land more or less.

TRACT IV

Of an 18.4520 acre tract of land, said tract being known as Wynnewood Gardens #4 and being that property designated as the Right Section of Wynnewood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Pages 78-A, B and C, Map Records, Dallas County, Texas, said tract being in Block 5975 of the City of Dallas, said 18.4520 acre tract being that same property shown as Part 1, Part 2, and Part 3 on survey plats prepared by Powell & Powell, Engineers, in May 1949, and bearing drawing numbers P-115.48, P-115.49, and P-115.50, respectively, said 18.4520 acre tract being more particularly described as follows:

Beginning at a one half inch iron rod set for corner at the intersection of the North Right-of-Way line of Wynnewood Drive (70 feet wide) and the Easterly Right-of-Way line of Llewellyn Avenue (80 feet wide) said point being the Southwest corner of said Right Section of Wynnewood;

Thence North 17 degrees, 43 minutes, 07 seconds West, with said line of Llewellyn Avenue, a distance of 182.08 feet to a 5/8 inch iron rod found at the beginning of a curve to the right, the center of which bears North 72 degrees, 16 minutes, 53 seconds East, a distance of 700.94 feet from said point;

Thence with said curve to the right, transitioning from the East line of Llewellyn Avenue to the East Right-of-Way line of Pratt Street (50 feet wide) through a central angle of 25 degrees, 22 minutes, 16 seconds, an arc distance of 310.38 feet to a one half inch iron rod set at the end of said curve;

Thence North 07 degrees, 39 minutes, 09 seconds East, with the East line of Pratt Street, a distance of 15.10 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 82 degrees, 20 minutes, 51 seconds East a distance of 1854.86 feet from said point;

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DESCRIPTION

Thence with said line of Pratt Street and with said curve to the right through a central angle of 06 degrees, 54 minutes, 47 seconds, an arc distance of 227.42 feet to a Hilti nail set at the end of said curve;

Thence North 14 degrees, 33 minutes, 56 seconds East, with said line of Pratt Street, a distance of 3.30 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 75 degrees, 26 minutes, 04 seconds East a distance of 3249.04 feet from said point;

Thence with said line of said Pratt Street and with said curve to the right, at an arc distance of 71.01 feet a railroad spike set for line, in all, through a central angle of 11 degrees, 45 minutes, 24 seconds an arc distance of 666.68 feet to a noe half inch iron rod set at the end of said curve;

Thence North 26 degrees, 19 minutes, 20 seconds East, with said line of Pratt Street, a distance of 251.28 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 63 degrees, 40 minutes, 40 seconds East a distance of 1884.86 feet from said point;

Thence with said line of Pratt Street and with said curve to the right, at an arc distance of 210.43 feet a one half inch iron rod set for line, in all, through a central angle of 18 degrees, 50 minutes, 00 seconds an arc distance of 619.56 feet to a one half inch iron rod set at the end of said curve;

Thence North 45 degrees, 09 minutes, 20 seconds East with said line of Pratt Street, a distance of 359.96 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears South 44 degrees, 50 minutes, 40 seconds East a distance of 452.52 feet from said point;

Thence with said line of Pratt Street and with said curve to the right through a central angle of 15 degrees, 58 minutes, 52 seconds, an arc distance of 126.30 feet to a one half inch iron rod set at the end of said curve and at the beginning of a curve to the right the center of which bears South 28 degrees, 51 minutes, 48 seconds East a distance of 125.00 feet from said point;

Thence with said line of Pratt Street and with said curve to the right through a central angle of 50 degrees, 37 minutes, 48 seconds an arc distance of 132.27 feet to a Hilti Nail set at the end of said curve and at the beginning of a curve to the right the center of which bears South 51 degrees, 46 minutes, 00 seconds West a distance od 32.99 feet from said point;

Thence with said line of Pratt Street and with said curve to the right through a central angle of 90 degrees, 00 minutes, 00 seconds, an arc distance of 51.82 feet to a one half inch iron rod set at the end of said curve in the West Right-of-Way line of Zang Boulevard (125 feet wide);

Thence South 31 degrees, 46 minutes, 00 seconds West with said line of Zang Boulevard, a distance of 752.12 feet to a one half inch iron rod set at the beginning of a curve to the left the center of which bears South 58 degrees, 14 minutes, 00 seconds East a distance of 3832.22 feet from said point;
DESCRIPTION

Thence with said line of Zang Boulevard and with said curve to the left, at an arc distance of 120.29 feet, a one half inch iron rod set for line, at an arc distance of 1106.80 feet, a one half inch iron rod set for line, in all, through a central angle of 25 degrees, 34 minutes, 32 seconds an arc distance of 1800.59 feet, to a one half inch iron rod set for corner in the North line of Wynnewood Drive;

Thence South 84 degrees, 24 minutes, 15 seconds West with the North line of Wynnewood Drive a distance of 200.55 feet to the PLACE OF BEGINNING;

CONTAINING 803,768 square feet or 18.4320 acres of land.

TRACT V

Description of 29.9557 acre tract of land, said tract being known a Wynnewood Gardens No. 5 and being that property designated as the Ninth Section of Wynwood, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 12, Page 216-A, Map Records, Dallas County, Texas said tract being in Block 973 of the City of Dallas, said 29.9557 acre tract being the same property shown as Part 1, Part 2, Part 3, and Part 4 on survey plat prepared by Powell & Powell, Engineers, in June 1949 and bearing Drawing Numbers P-115.51 P-115.54 P-115.52 and P-115.53, respectively, said 29.9557 acre tract being more particularly described as follows:

Beginning at a one half inch iron rod found for corner in the East Right-of-Way line of Zang Boulevard (125 feet wide) said point being North 00 degrees, 03 minutes, 00 seconds West a distance of 576.51 feet from the intersection of said line of Zang Boulevard with the North Right-of-Way line of Illinois Avenue (100 feet wide);

Thence North 00 degrees, 03 minutes, 00 seconds West with said line of Zang Boulevard, at 302.82 feet pass a one half inch iron rod set for line, in all, a distance of 376.34 feet to a one half inch iron rod set at the beginning of a curve to the right the center of which bears North 89 degrees, 57 minutes, 00 seconds East, a distance of 3757.22 feet;

Thence with said line of Zang Boulevard and with said curve to the right, at an arc distance of 993.93 feet pass a one half inch iron rod set for line, in all, through a central angle of 31 degrees, 49 minutes, 00 seconds an arc distance of 2086.41 feet to a one half inch iron rod set at the end of said curve;

Thence North 31 degrees, 46 minutes, 00 seconds East, at 23.72 feet pass a one half inch iron rod set for line, in all a distance of 1242.95 feet to a one half inch iron rod set at angle point;

Thence North 38 degrees, 44 minutes, 57 seconds East, with said line of Zang Boulevard a distance of 1211.49 feet to a one half inch iron rod set for corner;

Thence South 75 degrees, 23 minutes, 30 Seconds East a distance of 31.00 feet to a one half inch iron rod set for corner in the West line of a tract owned by the City of Dallas, said tract being the old Dallas Southern Traction Company Right-of-Way, said point being in a curve to the left the center of which bears South 75 degrees, 23 minutes, 30 seconds East a distance of 1474.69 feet from said point.
DESCRIPTION

Thence with said curve to the left through a central angle of 13 degrees, 00 minutes, 00 seconds an arc distance of 334.59 feet to a one half inch iron rod set at the end of said curve;

Thence South 01 Degrees, 36 minutes, 40 seconds West a distance of 57.76 feet to a point in the center of the South Branch of Cedar Creek;

Thence in a Southerly direction with the meanders of the center of South Branch of Cedar Creek the following courses and distances;

South 81 degrees, 36 minutes, 40 seconds West a distance of 70.95 feet to an angle point;

Thence South 46 degrees, 12 minutes, 00 seconds West, a distance of 100.00 feet to an angle point;

Thence South 20 degrees, 53 minutes, 40 seconds West a distance of 207.50 feet to an angle point;

Thence South 21 degrees, 37 minutes, 45 seconds West a distance of 174.20 feet to an angle point;

Thence South 06 degrees, 24 minutes, 00 seconds East a distance of 242.80 feet to an angle point;

Thence South 27 degrees, 04 minutes, 45 seconds West a distance of 237.54 feet to an angle point;

Thence South 28 degrees, 09 minutes, 40 seconds West a distance of 212.41 feet to an angle point;

Thence South 43 degrees, 44 minutes, 10 seconds West a distance of 96.76 feet to an angle point;

Thence South 21 degrees, 16 minutes, 00 seconds West a distance of 198.85 feet to an angle point;

Thence South 42 degrees, 49 minutes, 00 seconds West a distance of 160.27 feet to an angle point;

Thence South 22 degrees, 53 minutes, 20 seconds West a distance of 226.32 feet to an angle point;

Thence South 07 degrees, 42 minutes, 45 seconds East a distance of 107.12 feet to an angle point;

Thence South 18 degrees, 26 minutes, 00 seconds East a distance of 231.65 feet to an angle point;

Thence South 09 degrees, 26 minutes, 40 seconds West a distance of 187.07 feet to a
DESCRIPTION

angle point;
Thence South 02 degrees, 48 minutes, 10 seconds West a distance of 100.77 feet to an
angle point;
Thence South 14 degrees, 07 minutes, 20 seconds West a distance of 45.04 feet to an
angle point;
Thence South 49 degrees, 42 minutes, 00 seconds West a distance of 241.09 feet to an
angle point;
Thence South 01 degrees, 49 minutes, 20 seconds East a distance of 136.06 feet to an
angle point;
Thence South 36 degrees, 46 minutes, 15 seconds West a distance of 105.41 feet to an
angle point;
Thence South 08 degrees, 29 minutes, 15 seconds East a distance of 135.35 feet to an
angle point;
Thence South 14 degrees, 58 minutes, 55 seconds East a distance of 52.40 feet to an
angle point;
Thence South 72 degrees, 47 minutes, 20 seconds East a distance of 53.21 feet to an
angle point;
Thence South 20 degrees, 30 minutes, 55 seconds East a distance of 39.81 feet to an
angle point;
Thence South 56 degrees, 04 minutes, 45 seconds West a distance of 86.07 feet to an
angle point;
Thence South 03 degrees, 47 minutes, 50 seconds East a distance of 123.55 feet to an
angle point for corner;
Thence South 81 degrees, 40 minutes, 30 seconds West, leaving South Branch of Cedar
Creek, a distance of 153.01 feet to a one half inch iron rod found for angle point;
Thence North 66 degrees, 50 minutes, 00 seconds West a distance of 161.47 feet to the
PLACE OF BEGINNING;
CONTAINING 1,304,870 square or 29.9557 acres of land more or less.

90241 1455
NOTICE OF ASSIGNMENT, AGENCY AND SPECIAL POWER OF ATTORNEY

NOTICE IS HEREBY GIVEN to all interested parties that pursuant to the rights, powers and duties invested in the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States within the Department of Housing and Urban Development ("GNMA"), and pursuant to various statutory powers granted to GNMA under Section 306(g) of the National Housing Act, 12 U.S.C.A. Sec. 1721(g)(1) (1988 Supp.), and by contract under various GNMA Guaranty Agreements—Project Loan Securities, that, with respect to certain mortgage loans made by DRG Funding Corporation, a Delaware corporation ("DRG"), pursuant to Sec. 223(f) and Sec. 207 of the National Housing Act, and including the mortgage loan listed on the Mortgage Loan Schedule attached hereto and incorporated herein, all right, title and interest, legal or equitable, of DRG to such mortgage loans has been extinguished and GNMA has become the successor in interest to all rights, title and claims of DRG; and

NOTICE IS FURTHER GIVEN that York Associates, Inc., a District of Columbia corporation ("York"), has been designated, made, constituted and appointed as agent and special attorney-in-fact for GNMA in that certain Sub-Contract Servicing Agreement dated September 22, 1988, between GNMA and York, and, pursuant thereto, York is authorized to act under a certain special power of attorney for GNMA, in its name, place and stead, on behalf of and for the use and benefit of GNMA with respect to such mortgage loans, the properties securing such loans and all matters related thereto.

WITNESS my hand and seal this 30th day of June 1990.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: Robert P. Kalish
Executive Vice President

DISTRICT OF COLUMBIA, ss:

Executed and acknowledged before me, a Notary Public in and for the District of Columbia, by Robert P. Kalish, Executive Vice President of the Government National Mortgage Association, this 30th day of June 1990.

[Signature]
Notary Public, D.C.

[Notarial Seal]

90241 1456
# MORTGAGE LOAN SCHEDULE

To the Notice of Assignment, Agency
and Special Power of Attorney
Dated June 21, 1990
from the Government National Mortgage Association

<table>
<thead>
<tr>
<th>Project Name</th>
<th>GNMA Pool No.</th>
<th>FHA No.</th>
<th>Initial Loan Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wynnewood Apartments</td>
<td>127549PL</td>
<td>112-10504</td>
<td>$10,200,000</td>
</tr>
</tbody>
</table>
U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT
ONE-YEAR TERM

OMB Control #2502-0567

“Public reporting burden for the collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured.”

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract
# TABLE OF SECTIONS

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3 DEFINITIONS 3
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d Purpose of Renewal Contract 4
e Contract units 5
5 EXPIRING CONTRACT – PROVISIONS RENEWED 5
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U.S. Department of Housing and Urban Development
Office of Housing

Project-Based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

ONE-YEAR TERM

1 CONTRACT INFORMATION

PROJECT

Section 8 Project Number: TX16E000019

Section 8 Project Number of Expiring Contract: TX16E000019

FHA Project Number (if applicable): N/A

Project Name: Parks at Wynnewood Apts, aka the Wynnewood Gardens

Project Description:

1910 Argentia, Dallas, TX 75224
Dallas County

TYPE OF RENEWAL

☑ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).

☐ Check this box for a project renewed at exception rents under Section 524(b) of MAHRA
PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator  *

Southwest Housing Compliance Corporation

Address of Contract Administrator

1124 South IH 35
Austin, TX 78704

Name of Owner  5

WCH Limited Partnership

Address of Owner

901 Main Street 20th Floor
Dallas, TX, 75202

2  TERM AND FUNDING OF RENEWAL CONTRACT

a  The Renewal contract begins on 7/1/2019 6 and shall run for a period of one year.

b  Execution of the Renewal Contract by the Contracts Administrator is an obligation by HUD of $30,000 7 an amount sufficient to provide housing assistance payments for approximately 1 8 month of the Renewal Contract term.

c  HUD will provide additional funding for the remainder of the Renewal Contract term subject to availability of sufficient appropriations. When such appropriations are available, HUD will
obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.


PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)
4 RENEWAL CONTRACT

a Parties

(1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).

(2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD’s role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will end prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

(1) The purpose of the Renewal Contract is to renew the expiring contract for a one-year term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing
decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e  Contract units

The Renewal Contract applies to the Contract units.

5  EXPIRING CONTRACT – PROVISIONS RENEWED

a  Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b  All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

(1)  Identification of contract units by size and applicable contract rents;

(2)  The amount of the monthly contract rents;

(3)  Contract rent adjustments; and

(4)  Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c  The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.
6 CONTRACT RENT

a Contract rents

Throughout the Renewal Contract term, the contract rent for each bedroom size (number of bedrooms) shall be the contract rent amount listed in Exhibit A of the Renewal Contract.

b No rent adjustments

There shall be no adjustment of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.

b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.
10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

a This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.

b If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

a The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner’s action or failure to act in connection with the Contract Administrator’s implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.

b The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
c If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

a Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.

b A party shall give notice at the other party’s address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party’s designated address.
SIGNATURES

Contract Administrator (HUD or PHA)

Name of Contract Administrator
Southwest Housing Compliance Corporation

By: [Signature]

Signature of Authorized representative

Michael Cummings, Vice President
Name and Official Title

Date: 8/12/2019

U.S. Department of Housing and Urban Development

By: [Signature]

Signature of Authorized representative

Christie Newhouse, Fort Worth Asset Management Division Director
Name and Official Title

Date: 8/15/2019

Owner
WCH Limited Partnership (DUNS No.: 966629214)

By: [Signature]

Signature of Authorized representative

John Pool, WCH LP
Name and Official Title

Date: 8/15/19
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")

BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16E000019
FHA Project Number (if applicable): N/A

Effective Date of the Rent Increase (if applicable): 7/1/2019

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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<td>2 BR</td>
<td>$631</td>
<td>$167</td>
<td>$798</td>
</tr>
<tr>
<td>4</td>
<td>3 BR</td>
<td>$789</td>
<td>$194</td>
<td>$983</td>
</tr>
<tr>
<td>26</td>
<td>4 BR</td>
<td>$1,163</td>
<td>$254</td>
<td>$1,417</td>
</tr>
</tbody>
</table>

82 units

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:
NOTIFICATION OF SECTION 8 CONTRACT
RENTS AND FUNDING

For: ☑ Initial Renewal ☐ Subsequent Renewal ☐ Amend Rent/BA Only

Section 8 Contract Number: TX16E000019 ☐ Expires on: 8/31/2019

Owner Name: WCH Limited Partnership

Project Name: Parks at Wynnewood Apts, aka the Wynnewood Gardens

Project Location: 1910 Argentia, Dallas, TX 75224

FHA Project No.: N/A ☐ DUNS Number: 966629214

Section 8 Number: TX16E000019 ☐ Rent Effective Date: 7/1/2019

FUNDING

BUDGET AUTHORITY INCREASE: $30,000

Contract/Renewal Effective Date: 7/1/2019 Expiration Date: 6/30/2020

(Signature)

Tammy Fotinos
(Printed Name)

Director of Contracts
(Official Title) 8/12/2019

(Date)
### Part A - Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

<table>
<thead>
<tr>
<th>Col. 1 Unit Type</th>
<th>Col. 2 Number of Units</th>
<th>Col. 3 Rent Per Unit</th>
<th>Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)</th>
<th>Col. 5 Utility Allowances (Effective Date)</th>
<th>Col. 6 Gross Rent (Col. 3 + Col. 5)</th>
<th>Col. 7 Rent Per Unit</th>
<th>Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 BR</td>
<td>52</td>
<td>$631</td>
<td>$32,812</td>
<td>$167</td>
<td>$798</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>3 BR</td>
<td>4</td>
<td>$789</td>
<td>$3,156</td>
<td>$194</td>
<td>$983</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>4 BR</td>
<td>26</td>
<td>$1,163</td>
<td>$30,238</td>
<td>$254</td>
<td>$1,417</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Units**: 82

**Monthly Contract Rent Potential (Add Col. 4)**: $66,206

**Monthly Market Rent Potential (Add Col. 8)**: $0

**Yearly Contract Rent Potential (Col. 4 Sum x 12)**: $794,472

**Yearly Market Rent Potential (Col. 8 Sum x 12)**: $0

*These amounts may not exceed the Maximum Allowable Rent Potential on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies to Section 236 Projects.*

### Part B - Items Included in Rent Part

**Equipment/Furnishings in Unit** (Check those included in rent.)
- Range
- Dishwasher
- Kitchen Exhaust Fan
- Refrigerator
- Carpet
- Intrusion Alarm
- Air Conditioner
- Drapes
- Mini Blinds
- Disposal
- Mini Blinds

**Utilities** (Check those included in rent. For each item, enter E, F, or G on line beside that item): E=electric; G=gas; F=fuel oil or coal.
- Heating E
- Hot Water E
- Lights, etc. E
- Water/Sewer E
- Cooling E
- Cooking E

**Services/Facilities** (Check those included in rent)
- Parking
- Trash Removal
- Nursing Care
- Laundry Facilities
- Playground
- Linen/Maid Service
- Swimming Pool
- Tennis Courts

### Part C - Charges in Addition to Rent (e.g., parking, cable TV, meals)

**Purpose**: Monthly Charge
- N/A

### Part D - Non-Revenue Producing Space

<table>
<thead>
<tr>
<th>Col. 1 Use</th>
<th>Col. 2 Unit Type</th>
<th>Col. 3 Contract Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Rent Loss Due to Non-Revenue Units**: $0

### Part E - Commercial Space (retail, offices, garages, etc.)

<table>
<thead>
<tr>
<th>Col. 1 Use</th>
<th>Col. 2 Monthly Rent Potential</th>
<th>Col. 3 Square Footage</th>
<th>Col. 4 Rental Rate Per Sq. Ft. (Col. 2 Divided By Col. 3)</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Commercial Rent**: $0

**Maximum Allowable Rent Potential**: $66,206
Part G - Information on Mortgagor Entity

Name of Entity

WCH Limited Partnership

Type of Entity

☐ Individual  ☑ General Partnership  ☐ Joint Tenancy/Tenants in Common  ☐ Other (Specify)

☐ Corporation  ☑ Limited Partnership  ☐ Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

• corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.

• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.

• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Bank of America, CDC Special Holding Co - General Partner

Name and Title

Wynnewood Community Housing Corp - General Partner

Name and Title

Bank of America Community Development Corp - Limited Partner

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H - Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

John Poole

WCH Limited Partnership

Authorized Official’s Signature

John Poole

Date (mm/dd/yyyy)

8/5/19

Part I - HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

HAP Contract Number

TX16E000019

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

Exhibit Number

Loan Servicer Signature

Michael Cummings, Vice President

Date (mm/dd/yyyy)

8/12/2019

Previous editions are obsolete
**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, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, 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 any vacant units; 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)).

**Uniform Relocation Act (URA) Applicability for Direct Loan Applications**

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section) [https://www.tdhca.state.tx.us/program-services/ura/relocation.htm](https://www.tdhca.state.tx.us/program-services/ura/relocation.htm)

- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

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

- 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).
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.

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

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.
<table>
<thead>
<tr>
<th>Date</th>
<th>Total Income</th>
<th>Total Operating Costs</th>
<th>Net Operating Income</th>
</tr>
</thead>
<tbody>
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<td>Feb 2019</td>
<td>199,485.79</td>
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<td>Mar 2019</td>
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<td>May 2019</td>
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<td>Jun 2019</td>
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### Payroll & Benefits
- Manager Payroll: $8,400.76
- Average Manager Payroll: $3,089.80

### Other Advertising
- Manager Payroll: $8,400.76
- Average Manager Payroll: $3,089.80

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**Total Actual to Budget**

- **Actual**:
  - 8,189.00
  - 8,189.00
  - 8,189.00
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  - 8,189.00
  - 8,189.00
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  - 8,189.00
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  - 8,189.00

- **Budget**:
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  - 8,131.00
  - 8,131.00
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  - 8,131.00

- **% Variance**:
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### 12 Month Actual to Budget

**Period:** Jan 2019-Dec 2019  
**Book = Accrual ; Tree = 10ba_ops**

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Banc of America Community Development Corporation (“BACDC”) is a sponsor and co-developer of record for the 2020 9% Low Income Housing Tax Credit Application #20310 (the “Application”) to be submitted by applicant S Zang, LP to TDHCA with respect to Highpoint at Wynnewood (“Development”) to be located at approximately 1805 S. Zang Boulevard, Dallas, Dallas County, Texas 75224. Currently, a portion of the Parks at Wynnewood housing development (“Parks”) sits on the proposed site. The original Parks development has undergone two phases of redevelopment utilizing LIHTCs in the last decade: Highpoint Family Living and Highpoint Senior Living. The proposed Development represents the third and final planned phase of redevelopment of the Parks. Current residents of the Parks who have lived there for several years were involved in the planning process for the two prior phases of redevelopment, and more recently in meetings held with respect to unsuccessful LIHTC applications filed with TDHCA for the third phase. BACDC is a general partner of the current owner of the Parks, and endeavored to meet with residents of the Parks regarding the proposed Application and Development.

A letter went out to all residents of the Parks on February 7, 2020 providing notice of the potential phase III redevelopment of the Parks and of an informational meeting and soliciting resident participation, a copy of which is attached hereto as Exhibit A. The informative meeting was held at the Parks’ meeting center on the evening of February 13, 2020, and was hosted by members of the Development’s developer team and current ownership. A sign-in sheet from the meeting is attached hereto as Exhibit B, and photos of the discussion are attached hereto as Exhibit C. At the meeting, members of the Development’s developer team and current ownership discussed such topics as the planned Development, the Application to TDHCA, what the proposed redevelopment means for Parks residents, and potential timing. Attached as Exhibit D is a handout from the meeting which includes a site plan and exterior drawings for the Development. The meeting was open for questions and comments from residents with the goals of providing the maximum amount of information possible, receiving feedback and input, and addressing any concerns.

Information on the scope of work, pre-schematics, a relocation plan, timing and logistics were made available to residents. The plan outlined relocation requirements including the right of return and a budget with an identified funding source. The residents responded with their support for the project.

Following notice of a successful award of the 2020 LIHTCs for the Application, the Parks residents will be addressed monthly and provided with ongoing updates to the plans for the pending redevelopment and their options. The Development team will coordinate with the property manager to maintain strong lines of communication and encourage residents to ask questions and provide feedback during the project update meetings. In addition, other communication means such as the Parks website and resident association will include project updates and be shared with residents to provide them with further information. Throughout the redevelopment, Applicant will offer multiple methods to inform residents of the project’s progress, targeted moving dates, and units available in other nearby properties. Ninety (90) days prior to completion of the planned redevelopment, residents will again be surveyed for their preferences, and prepared for moving back to the development for those that so choose.
February 7, 2020

Re: Phase III – Highpoint at Wynnewood Development Opportunity Meeting

Dear Resident:

This meeting will provide information with regards to the potential Phase III development of Wynnewood.

Meeting Information:

- Meeting Date: February 13, 2020
- Time: 6:30-7:30
- Meeting Location: Parks at Wynnewood Buckner - Make a Difference Center

We want to provide you with information on the potential development of a 3rd and final phase of the Wynnewood Redevelopment Plan. This informational session will cover topics such as:

- What is the proposed development?
- Developments Application to the Texas Department of Housing & Community Affairs for funding.
- What it means for you?
- Potential timing.
- Question & Answers.

We look forward to seeing you for this important and informative meeting.

WCH Limited Partnership (owner)
Reviewer removed the sign-in sheet from application because it contained tenant names.
- bps
EXHIBIT C

MEETING PHOTOS
EXHIBIT D

MEETING HANDOUT
120- MULTI-FAMILY UNITS
2 STORY
215 PARKING SPACES
8.84 ACRES +/-
I. Introduction

This Relocation Plan provides an overview for how the Project Owner plans to implement the relocation of 120 households at the Parks at Wynnewood development (“Parks”). These 120 units of housing (21 buildings located on approximately 8.885 acres) will be demolished in order to develop 120 units of new multi-family housing on this same site. Highpoint at Wynnewood will be the third redevelopment phase undertaken as we have already completed HighPoint Senior Living (140 units) and HighPoint Family Living (160 units). In each of the previous two redevelopment phases, the Project Owners were not required to follow the provisions of the Uniform Relocation Assistance program. As such, the Project Owners intend with this third phase of redevelopment to mirror the previous relocation efforts from the first two redevelopment phases.

The intended objective is to ensure that existing residents are treated equitably, and that permanent displacement from the Parks development is minimized. Efforts will ensure that reasonable notice is provided to affected tenants and to ensure that all reasonable out of pocket costs incurred by tenants as a result of temporarily vacating their units to allow work to proceed will be covered by the Project Owner. To this end, an informative meeting regarding the proposed development and application for LIHTCs is planned for late January or early February of 2020, at which the owner plans to solicit feedback and address concerns of Parks residents. At all stages of the relocation process, the Project Owner will comply with all applicable state, federal, and local laws relating to displacement of tenants.

At present, we anticipate filing a tax credit application in the 2020 application cycle. Awards of LIHTC allocations will be announced by TDHCA in July of 2020. If successful, the Project Owner will begin working toward a financial closing that could occur as early as late Q4 of 2020. Demolition would not happen before late Q4 2020 or early Q1-2021. The development team will engage a third party relocation firm to coordinate the relocation process as was done in each of the first two aforementioned Parks redevelopment phases. This to-be-selected firm will conduct community meetings, assess needs, handle communications with affected residents, coordinate the moves, and ensure compliance with all City of Dallas rules and requirements as well as all other applicable requirements.

II. Relocation Plan

As this is not a “tenant in place” renovation, but rather a total demolition/new build, all 120 units in 21 buildings will be demolished under one unified timeline. As such, we will be working to empty these 120 units within a sixty (60) day period. The third party relocation firm will be responsible for the following:
• Identifying other housing developments in the area to which the relocating residents might wish to move during construction. To the extent the resident prefers to find suitable accommodations themselves, they will have the ability to do so.
• Coordinate the actual physical moving process with 3rd party movers (bonded) with the cost of the move to be borne by the Project Owner, not the resident
• Packing supplies will be supplied to the residents at no cost so that each resident may pack their belongings at no cost. Reasonable accommodations will be provided, as applicable.
• Assist the relocating residents by paying any and all reasonable costs and deposits required for turning on the utilities in their new home
• When Highpoint at Wynnewood is completed, to the extent the relocating residents wish to move back to the newly built development, the Project Owner will also cover the cost of moving the residents back, inclusive of utility deposits.
• Ensuring that there is ample communication between the Project Owner and relocating residents with respect to anticipated move dates to their new home and back to the development should they wish to move back post completion.
• To the extent there are vacant units at the Parks not impacted by this demolition, the residents, on a first come first served basis will be given the opportunity to first move within the existing development, at no cost to them as it relates to moving expenses.

This package of benefits is identical to what was provided with each of the relocation efforts done for Redevelopment Phases I and II.

III. Reasonable Accommodation

Households with special needs and language translation needs will require a higher level of assistance during the temporary relocation process. While specific data is not available at this time, many of the residents have physical (mobility, sight, and hearing) impairments and other impairments such as mental or emotional needs that must be planned for and accommodated during the temporary relocation process. Specific language assistance needs are not known at this time. It is expected that most households will prefer to communicate in English. The interview process will identify such concerns on a per-household basis.

Special needs will be a central and important consideration in the execution of the relocation process. Where possible, residents will be kept near the medical and social services that they may require. Where necessary, written communications will be translated into the household’s primary language or an interpreter will be utilized to communicate with them effectively.

IV. Relocation Expenses; Funding

The development team has budgeted approximately $300,000 for the relocation effort. The development team has identified a combination of LIHTC equity proceeds from syndication and construction loan proceeds to cover the budgeted relocation costs.
• Identifying other housing developments in the area to which the relocating residents might wish to move during construction. To the extent the resident prefers to find suitable accommodations themselves, they will have the ability to do so.

• Coordinate the actual physical moving process with 3rd party movers (bonded) with the cost of the move to be borne by the Project Owner, not the resident.

• Packing supplies will be supplied to the residents at no cost so that each resident may pack their belongings at no cost. Reasonable accommodations will be provided, as applicable.

• Assist the relocating residents by paying any and all reasonable costs and deposits required for turning on the utilities in their new home.

• When Highpoint at Wynnewood is completed, to the extent the relocating residents wish to move back to the newly built development, the Project Owner will also cover the cost of moving the residents back, inclusive of utility deposits.

• Ensuring that there is ample communication between the Project Owner and relocating residents with respect to anticipated move dates to their new home and back to the development should they wish to move back post completion.

• To the extent there are vacant units at the Parks not impacted by this demolition, the residents, on a first come first served basis will be given the opportunity to first move within the existing development, at no cost to them as it relates to moving expenses.

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Special needs will be a central and important consideration in the execution of the relocation process. Where possible, residents will be kept near the medical and social services that they may require. Where necessary, written communications will be translated into the household’s primary language or an interpreter will be utilized to communicate with them effectively.

IV. Relocation Expenses; Funding

The development team has budgeted approximately $400,000 for the relocation effort. The development team has identified a combination of LIHTC equity proceeds from syndication and construction loan proceeds to cover the budgeted relocation costs.
V. Adherence to Plan/Ombudsman

Should an affected resident refuse to move or relocate, Lincoln Property Company (LPC), the property management company at the Parks, may initiate eviction procedures. We will expect the affected residents to meet and communicate regularly with both LPC and the third party relocation firm. Ultimately, it is anticipated and expected that relocating residents will cooperate fully in the relocation process. Families who reside at Parks at Wynnewood who will have the opportunity to relocate have likely attended prior on site meetings describing the revitalization efforts and relocation package. As such, the Project Owner anticipates that the process will go smoothly.

The third party relocation firm and property management team will do all they can to minimize disruption to the families and best accommodate their needs wherever and whenever reasonably possible. Best efforts will be taken to avoid an eviction action. Furthermore, the process will be completed in compliance with all applicable federal, state, and local rules, statutes, and regulations.

Mirroring the previous two relocation efforts with Redevelopment Phases I and II, the Project Owner will engage the services of a third party Ombudsman to serve as a liaison between the residents and the third party relocation firm. It is currently anticipated that the Project Owner will once again utilize the services of Rev. Johnny Flowers in this role. Rev. Flowers directs the Empowerment Center, located at 2200 S. Zang Boulevard, has been very active in the surrounding area for years, and is known and trusted by many Parks residents. As such, Rev. Flowers would serve as an ideal Ombudsman or spokesperson for the residents throughout the relocation process.
In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans:

1. File > Print > Printer: Adobe PDF > Advanced > Settings: Custom [✓] Print As Image 300dpi
2. OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration 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;
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)); and
  - identifies all Amenity.

- 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. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned 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.
High Point at Wynnewood
Dallas, Texas

DATE: 02-20-2020
ISSUED FOR: SD Set
PROPOSED ±196 LF 48" RCP
BEGIN OFFSITE STORM DRAIN.

EXISTING 8" STUB EXTENSION ±353' NORTHEAST OF ON-SITE STORM DRAIN, BEGIN VOLUME 99182, PAGE 389

PROPOSED 8" WYNNEWOOD DRIVE

PROPOSED 4" EXISTING 12" SANITARY SEWER MANHOLE TO CONNECT TO PROPOSED SANITARY SEWER

CONNECTION TO PUBLIC SYSTEM

SIDEWALK 5' WIDE SITE

MANHOLE TO CONNECT TO MANHOLE TO CONNECT TO

ACCESS GATE

THEATER

SIDEWALK

5' WIDE SITE

IRONCONTROLLED

TWO-STORY BUILDING 2

DALLAS COUNTY, TEXAS

528

524

526

522

520

518

8.885 ACRES

X

PER ZONING

AMENITIES

SIDEWALK

5' WIDE SITE

CONTROLLED

FIRE SERVICE

FIRE SERVICE

X

120 UNITS

X

LOCATION OF WATER

NOTES

PRELIMINARY SITE PLAN

SCALE 1" = 20' 0"

LEGEND

SITE DATA SUMMARY TABLE

GENERAL SITE DATA

USERNAME

CONTACT:

www.mvahpartners.com

● Tel: 513-964-1140

5950 Fairview Rd., Ste 402, Charlotte, NC 28210

● Tel: 972-887-6130

Forth Worth, TX 76102

BGE, Inc.

Justin Gregory

PRATT STREET

Highpoint at Wynnewood

103 South 2nd Boulevard

Dallas County, Texas

EX-1

Knew what's below.
Call before you dig.
( @ least 48 hours prior to digging)
1. REFER TO SHEET A9.04 FOR ADDITIONAL DOOR NOTES, DIMENSIONS DETAILS.

2. REFER TO SHEETS A9.04 FOR ADDITIONAL DOOR NOTES, DIMENSIONS DETAILS.

3. REFER TO SHEET A9.06 FOR FLASHING & WATERPROOFING TYPICAL NOTES.

4. SOME TOLERANCES BETWEEN MATERIALS ARE SHOWN ENLARGED FOR CLARITY.

5. REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO

6. REFER TO ENLARGED PLANS FOR ADDITIONAL NOTES AND DIMENSIONS.

7. REFER TO MEP PLANS AND EXTERIOR ELEVATIONS FOR EXTERIOR LIGHT LOCATIONS.

8. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.

9. REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO

10. REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR SHEAR WALL LOCATIONS.

11. SLOPE FINISHED SURFACES OF PATIOS

12. REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO

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60. REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO
1. REFER TO SHEET A1.02 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO
2. DETAILS ON THIS SHEET ARE TYPICAL UNLESS OTHERWISE NOTED
3. REFER TO SHEET A9.06 FOR FLASHING & WATERPROOFING TYPICAL NOTES,
4. SOME TOLERANCES BETWEEN MATERIALS ARE SHOWN ENLARGED FOR CLARITY.

5. SLOPE FINISHED SURFACES OF PATIOS
6. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.

7. ALL EXTERIOR, INTERIOR BEARING, AND SEPARATION WALLS TO BE 1-HOUR RATED
8. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.

9. FIRE SPRINKLER PIPES CROSSING BREEZWAYS TO BE INSULATED AS REQUIRED
10. 18" HOLD AT TOILET TO BE HELD FROM FINISH MATERIALS.

11. ALL UNIT ENTRY DOORS TO HAVE A MIN. 18" CLEAR ON THE PULL SIDE OF THE
12. DOOR UNLESS OTHERWISE NOTED.

13. REFER TO A.D.A SINK HEIGHT GUIDELINES (SINK TYPE SPECIFIC)
14. SEE SHEET G1.04 FOR EXACT BLOCKING HEIGHT AND LOCATION

15. REFER TO MEP PLANS FOR WATER SUPPLY TO SPRINKLER CLOSET
16. REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR SHEAR WALL LOCATIONS.

17. REFER TO SD REVIEW SET FOR EXTERIOR REFRIGERATION TYPICAL NOTES
18. DIMENSIONS AND DETAILS.

19. LIGHTING, PLUMBING, FIXTURES, APPLIANCES AND MISCELLANEOUS HARDWARE ON
20. BUILDING PLATE HEIGHTS.

21. BUILDING 1 SECOND FLOOR OVERALL PLAN
22. SCALE: 1" = 24'-0" UNLESS OTHERWISE NOTED.

23. REFER TO SHEET A1.16 FOR DIMENSIONS OF TOILET PARTITION.
24. REFER TO SHEET A1.16 FOR TOILET PARTITION.

25. 18" HOLD AT TOILET TO BE HELD FROM FINISH MATERIALS.
26. ALL UNIT ENTRY DOORS TO HAVE A MIN. 18" CLEAR ON THE PULL SIDE OF THE
27. DOOR UNLESS OTHERWISE NOTED.

28. CORRIDOR FLOOR JOINTS TO BE LOCATED AT EACH OFFSET. JOINT SHOULD RUN
29. STRAIGHT ACROSS ENTIRE CORRIDOR WIDTH.

30. REFER TO SHEET A1.13 FOR LINOLEUM SPECIFICATIONS.
31. FURR-DOWNS AT BATHROOM FOR, "PANCAKE/CASSETE" TYPE HVAC UNITS TO BE OF
32. "PANCAKE/CASSETE" TYPE HVAC UNITS TO BE OF

33. ELECTRICAL OUTLETS @ BATHROOMS IN ADA UNITS TO BE INSTALLED
34. BLOCKING TO BE PROVIDED ON WALLS/CABINETS FOR MOUNTING OF CONCEALED
35. LIGHTING, PLUMBING, FIXTURES, APPLIANCES AND MISCELLANEOUS HARDWARE ON

36. UNIT DOOR HEIGHTS VARY, UNIT ENTRY DOORS AT FIRST FLOOR TO BE 8'-0".
37. ALL DOORS TO BE 8'-0" AT UNITS WITH A PLATE HEIGHT OF 10'-0", OR TALLER, REFER TO

38. BUILDING PLAN, ELEVATIONS, AND SECTIONS FOR BUILDING PLATE HEIGHTS.
39. IMPAIRMENT UNITS
40. IMPAIRMENT UNITS

41. HP = 24' @ 50" A.F.F. @ 50" A.F.F.
42. M.R. = MACHINE ROOM - ELEVATOR
43. STOR. = STORAGE UNIT
44. T.C. = TRASH COMPACTOR

45. IMPAIRMENT UNITS
46. IMPAIRMENT UNITS

47. IMPAIRMENT UNITS
48. IMPAIRMENT UNITS

49. IMPAIRMENT UNITS
50. IMPAIRMENT UNITS
8. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.
6. REFER TO ENLARGED PLANS FOR ADDITIONAL NOTES AND DIMENSIONS.
5. SLOPE FINISHED SURFACES OF PATIOS
3. REFER TO SHEET A9.06 FOR FLASHING & WATERPROOFING TYPICAL NOTES,
2. REFER TO SHEETS A9.04 FOR ADDITIONAL DOOR NOTES, DIMENSIONS DETAILS.
4. SOME TOLERANCES BETWEEN MATERIALS ARE SHOWN ENLARGED FOR CLARITY.
23. REFER TO G1.05 FOR A.D.A SINK HEIGHT GUIDELINES (SINK TYPE SPECIFIC)
21. REFER TO MEP PLANS FOR WATER SUPPLY TO SPRINKLER CLOSET
20. REFER TO STRUCTURAL ENGINEER’S DRAWINGS FOR SHEAR WALL LOCATIONS.
35. LIGHTING, PLUMBING, FIXTURES, APPLIANCES AND MISCELLANEOUS HARDWARE ON
33. ELECTRICAL OUTLETS @ BATHROOMS IN ADA UNITS TO BE INSTALLED
32. CASED OPENINGS TO BE TRIMMED OUT, TO MATCH DOORS.
37. ALL DOORS TO BE 8'-0" AT UNITS WITH A PLATE HEIGHT OF 10'-0", OR TALLER, REFER TO
25. FLOOR SPACE
19. COMMERCIAL KITCHENS TO BE OF UL#U493owa 1HR- LIGHT GAGE STEEL STUD
18. WALLS TO CONTINUE INTO
17. ALL WALLS TO BE 1 HR.
16. ALL WALLS TO BE 1 HR.
15. ALL WALLS TO BE 1 HR.
14. ALL WALLS TO BE 1 HR.
13. ALL WALLS TO BE 1 HR.
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3. ALL WALLS TO BE 1 HR.
2. ALL WALLS TO BE 1 HR.
1. ALL WALLS TO BE 1 HR.
0. ALL WALLS TO BE 1 HR.

SYMBOLS & DEFINITIONS

FLOOR PLAN GENERAL NOTES

MATERIALS & FINISHES

WALL TYPE LEGEND

ENTRY/ CHECKED BY:

HIGH POINT AT WYNNEWOOD
DALLAS, TEXAS

MF-6/15/2020_12:30pm-bps

A1-21 BLDG. 2 FIRST FLOOR OVERALL PL
1. REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO

7. ALL EXTERIOR, INTERIOR BEARING, AND SEPARATION WALLS TO BE 1-HOUR RATED

9. REFER TO MEP PLANS AND EXTERIOR ELEVATIONS FOR EXTERIOR LIGHT LOCATIONS.

8. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.

5. SLOPE FINISHED SURFACES OF PATIOS

3. REFER TO SHEET A9.06 FOR FLASHING & WATERPROOFING TYPICAL NOTES,

6. REFER TO ENLARGED PLANS FOR ADDITIONAL NOTES AND DIMENSIONS.

26. FIRE SPRINKLER PIPES CROSSING BREEZWAYS TO BE INSULATED AS REQUIRED

25. 18" HOLD AT TOILET TO BE HELD FROM FINISH MATERIALS.

24. ALL UNIT ENTRY DOORS TO HAVE A MIN. 18" CLEAR ON THE PULL SIDE OF THE

23. REFER TO G1.05 FOR A.D.A SINK HEIGHT GUIDELINES (SINK TYPE SPECIFIC)

22. SEE SHEET G1.04 FOR EXACT BLOCKING HEIGHT AND LOCATION

21. REFER TO MEP PLANS FOR WATER SUPPLY TO SPRINKLER CLOSET

20. REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR SHEAR WALL LOCATIONS.

30. WHERE THE 2-HR. FIREWALL INTERSECTS THE EXTERIOR FACE OF BUILDING AT AN

37. ALL DOORS TO BE 8'-0" AT UNITS WITH A PLATE HEIGHT OF 10'-0", OR TALLER, REFER TO

36. UNIT DOOR HEIGHTS VARY, UNIT ENTRY DOORS AT FIRST FLOOR TO BE 8'-0".

35. LIGHTING, PLUMBING, FIXTURES, APPLIANCES AND MISCELLANEOUS HARDWARE ON

29. ALL GARAGE WALLS TO HAVE 6" HIGH AND 6" WIDE STEM WALL, REF.

28. CORRIDOR FLOOR JOINTS TO BE LOCATED AT EACH OFFSET. JOINT SHOULD RUN

27. FIRE SPRINKLERS IN ATTIC TO BE "TENTED" AS REQUIRED PER CODE/FIRE MATERIAL

26. ALL WET WALLS SHALL BE 6" WALLS.

25. UL#U371  2HR.- EXTERIOR WALL

24. UL#P522 1HR.- ROOF / CEILING

23. UL#U336 2HR.- FIRE WALL

22. UL#U493 1HR- LIGHT GAGE STEEL STUD

21. UL#U425 1HR- LIGHT GAGE STEEL STUD

20. UL#U356 1HR- SIDING WALL-

19. UL#U356 1HR- BRICK INST. OF AMERICA

18. WP#8109 1HR.- (BREEZEWAY/UNIT WALL)

17. FC#5406 1HR.- FLOOR / CEILING

16. FC#5515      1HR.- FLOOR / CEILING

15. WP#3820 2HR.-(STAIR/UNIT WALL)

14. UL#U305 1HR- CORRIDOR INTERIOR WALL

13. UL#U311   1HR.- INTERIOR WALL

12. WP#3820 2HR.-(STAIR/UNIT WALL)

11. UL#U311   1HR.- INTERIOR WALL

10. UL#U371  2HR.- EXTERIOR WALL

9. UL#U311   1HR.- INTERIOR WALL

8. UL#U371  2HR.- EXTERIOR WALL

7. UL#U311   1HR.- INTERIOR WALL

6. WP#3820 2HR.-(STAIR/UNIT WALL)

5. UL#U371  2HR.- EXTERIOR WALL

4. UL#U371  2HR.- EXTERIOR WALL

3. UL#U371  2HR.- EXTERIOR WALL

2. WP#3820 2HR.-(STAIR/UNIT WALL)

1. WP#3820 2HR.-(STAIR/UNIT WALL)
1. REFER TO SHEET A1.31 BLDG. 3 FIRST FLOOR OVERALL DIMENSIONS AND DETAILS.

2. REFER TO ENLARGED PLANS FOR ADDITIONAL NOTES AND DIMENSIONS.

3. REFER TO SHEET A9.06 FOR FLASHING & WATERPROOFING TYPICAL NOTES.

4. BLOCKING TO BE PROVIDED ON WALLS/CABINETS FOR MOUNTING OF CONCEALED FIXTURES.

5. SLOPE FINISHED SURFACES OF PATIOS OF EXTERIOR FINISH MATERIAL.

6. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.

7. ALL EXTERIOR, INTERIOR BEARING, AND SEPARATION WALLS TO BE 1-HOUR RATED.

8. REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO 7.

22. SEE SHEET G1.04 FOR EXACT BLOCKING HEIGHT AND LOCATION.

23. ELECTRICAL OUTLETS @ BATHROOMS IN ADA UNITS TO BE INSTALLED.

24. ALL UNIT ENTRY DOORS TO HAVE A MIN. 18" CLEAR ON THE PULL SIDE OF THE DOOR.

25. DOOR CALLOUT MATCHLINE.

26. FIRE SPRINKLER PIPES CROSSING BREEZWAYS TO BE INSULATED AS REQUIRED.

27. TEMPERATURE OF EXTERIOR WALLS TO BE 6" WALLS.

28. FIREWALL PIPES TO BE WRAPPED WITH INSULATION."
1. DETAILS ON THIS SHEET ARE TYPICAL UNLESS OTHERWISE NOTED

7. ALL EXTERIOR, INTERIOR BEARING, AND SEPARATION WALLS TO BE 1-HOUR RATED

8. REFER TO CIVIL ENGINEERS DRAWINGS FOR FFE SLAB ELEVATIONS.

5. SLOPE FINISHED SURFACES OF PATIOS

22. SEE SHEET G1.04 FOR EXACT BLOCKING HEIGHT AND LOCATION

2. REFER TO SHEETS A9.04 FOR ADDITIONAL DOOR NOTES, DIMENSIONS DETAILS.

REFER TO SHEET A10.03 FOR EXTERIOR VENT DETAILS. DRYER EXHAUST VENTS TO

DOOR UNLESS OTHERWISE NOTED.

BE LOCATED MIN. 36" AWAY FROM OPERABLE WINDOW OPENING.

4 " FT. MAX TO DRAIN UNLESS NOTED

37. ALL DOORS TO BE 8'-0" AT UNITS WITH A PLATE HEIGHT OF 10'-0", OR TALLER, REFER TO

36. UNIT DOOR HEIGHTS VARY, UNIT ENTRY DOORS AT FIRST FLOOR TO BE 8'-0".

35.

33. ELECTRICAL OUTLETS @ BATHROOMS IN ADA UNITS TO BE INSTALLED

32. CASED OPENINGS TO BE TRIMMED OUT, TO MATCH DOORS.

27. FIRE SPRINKLERS IN ATTIC TO BE "TENTED" AS REQUIRED PER CODE/FIRE MATERIAL

NON-COMBUSTIBLE CONSTRUCTION AND MATERIALS AS REQUIRED PER CODE OR BE

HORIZONTALLY IF REQUIRED FOR CLEARANCE @ MEDICINE CABINETS AS NEEDED.

HVAC UNIT TYPE THAT DOES NOT REQUIRE NON-COMBUSTIBLE CONSTRUCTION.

LIGHTING, PLUMBING, FIXTURES, APPLIANCES AND MISCELLANEOUS HARDWARE ON

BRACKETS FOR COUNTERTOP SUPPORT.

THE 4'-0" MUST BE 45 MIN. FIRE RATED.

ASSEMBLY FOR A 1-HR. WALL EXPOSED TO FIRE ON BOTH SIDES. OPENINGS WITHIN

ADA Unit

BUILDING 3 FIRST FLOOR OVERALL PLAN
### 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 T through AF.

#### Specifications and Amenities (check all that apply)

<table>
<thead>
<tr>
<th>Building Configuration (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Construction</td>
</tr>
<tr>
<td>Scattered Site</td>
</tr>
</tbody>
</table>

#### Development will have:

- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

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

- Free
- Paid

<table>
<thead>
<tr>
<th>Shed or Flat Roof Carport Spaces</th>
<th>Detached Garage Spaces</th>
<th>Attached Garage Spaces</th>
<th>Uncovered Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free</td>
<td>Paid</td>
<td>Free</td>
<td>Paid</td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

- 80 % Carpet/Vinyl/Resilient Flooring
- 9' Ceiling Height
- 10 % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

#### Building Label

<table>
<thead>
<tr>
<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>Building Label</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Number of Stories</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Unit Type

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</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>A1</td>
<td>1</td>
<td>1</td>
<td>675</td>
<td>1</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>A1a</td>
<td>1</td>
<td>1</td>
<td>675</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A1b</td>
<td>1</td>
<td>1</td>
<td>775</td>
<td>3</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>775</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A2a</td>
<td>1</td>
<td>1</td>
<td>775</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A2b</td>
<td>1</td>
<td>1</td>
<td>775</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>905</td>
<td>25</td>
<td>15</td>
<td>23</td>
</tr>
<tr>
<td>B1a</td>
<td>2</td>
<td>2</td>
<td>905</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>B1b</td>
<td>2</td>
<td>2</td>
<td>905</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>C1</td>
<td>3</td>
<td>2</td>
<td>1050</td>
<td>5</td>
<td>12</td>
<td>5</td>
</tr>
<tr>
<td>Clb</td>
<td>3</td>
<td>2</td>
<td>1050</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>C1a</td>
<td>3</td>
<td>2</td>
<td>1050</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>C1b</td>
<td>3</td>
<td>2</td>
<td>1050</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

#### Totals

| | | | | | | | |
|---|---|---|---|---|---|---|
| | 34 | 42 | 44 | - | - | - |

If a revised form is submitted, date of submission: 2/28/2020

Net Rentable Square Footage from Rent Schedule: 105,980

Common Area Square Footage (as specified on Architect Certification): 174,607

Information below to be used by Supportive Housing Applicants only.

- Total development Common Area as specified on Architect Certification: 174,607
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 9,000
- The lesser of these two numbers added to NRA: 114,900
### 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 T through AF.

#### Specifications and Amenities (check all that apply)

<table>
<thead>
<tr>
<th>Building Configuration (check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42[(i)(3)(B)]</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>x</td>
<td>Fire Sprinklers</td>
<td>Elevators</td>
<td># of Elevators</td>
</tr>
</tbody>
</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>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Ceramic Tile</td>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
</tr>
<tr>
<td>% Other</td>
<td>Describe:</td>
</tr>
</tbody>
</table>

### Building Label

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Building Configuration</th>
<th>Number of Units Per Building</th>
<th>Total # of Residential Buildings</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1 1 675</td>
<td>1 9 9</td>
<td>19</td>
<td>12,825</td>
</tr>
<tr>
<td>A1a</td>
<td>1 1 675</td>
<td>1 1</td>
<td>2</td>
<td>1,850</td>
</tr>
<tr>
<td>A1b</td>
<td>1 1 775</td>
<td>3 3</td>
<td>6</td>
<td>4,650</td>
</tr>
<tr>
<td>A2</td>
<td>1 1 775</td>
<td>1</td>
<td>1</td>
<td>775</td>
</tr>
<tr>
<td>A2a</td>
<td>1 1 775</td>
<td>1</td>
<td>1</td>
<td>775</td>
</tr>
<tr>
<td>A2b</td>
<td>1 1 775</td>
<td>1</td>
<td>1</td>
<td>775</td>
</tr>
<tr>
<td>B1</td>
<td>2 2 905</td>
<td>25 15 22</td>
<td>62</td>
<td>56,110</td>
</tr>
<tr>
<td>B1a</td>
<td>2 2 905</td>
<td>1 1</td>
<td>3</td>
<td>2,715</td>
</tr>
<tr>
<td>B1b</td>
<td>2 2 905</td>
<td>1 1</td>
<td>1</td>
<td>905</td>
</tr>
<tr>
<td>C1</td>
<td>3 2 1,050</td>
<td>5 12 3</td>
<td>22</td>
<td>23,100</td>
</tr>
<tr>
<td>C1a</td>
<td>3 2 1,050</td>
<td>1</td>
<td>1</td>
<td>1,050</td>
</tr>
<tr>
<td>C1b</td>
<td>3 2 1,050</td>
<td>1</td>
<td>1</td>
<td>1,050</td>
</tr>
</tbody>
</table>

#### Information below to be used by Supportive Housing Applicants only.

- **Total development Common Area as specified on Architect Certification:** 174,507
- **Common Area Square Footage (as specified on Architect Certification):** 174,507

Ensure that this number matches your architectural drawings.

Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 9,000

The lesser of these two numbers added to NRA: 9,000

Use this number to figure points under 11.9(e)(2): 114,507
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.

### Mobility Units Calculation

<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>A1a 1/1 (675 SF)</td>
<td>22</td>
<td>5%</td>
<td>1.1</td>
<td>1.1</td>
<td>2</td>
</tr>
<tr>
<td>A2a 1/1 (795 SF)</td>
<td>8</td>
<td>5%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1a 2/2 (905 SF)</td>
<td>66</td>
<td>5%</td>
<td>3.3</td>
<td>3.3</td>
<td>3</td>
</tr>
<tr>
<td>C1a 3/2 (1050 SF)</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>120</td>
<td>5%</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
</tbody>
</table>

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

### Example:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (960sqft &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; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>68</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Date: 2/24/2020

Printed Name: J. Marc Tolson

Firm Name (If applicable): Arkive Architecture Group, LLC

2/28/2020
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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1b 1/1 (675 SF)</td>
<td>120</td>
<td>2%</td>
<td>2.4</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>A2b 1/1 (775 SF)</td>
<td>22</td>
<td>2%</td>
<td>0.44</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1b 2/2 (905 SF)</td>
<td>8</td>
<td>2%</td>
<td>0.16</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B1b 2/2 (905 SF)</td>
<td>66</td>
<td>2%</td>
<td>1.32</td>
<td>1.32</td>
<td>1</td>
</tr>
<tr>
<td>C1b 3/2 (1050 SF)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>120</td>
<td>2%</td>
<td>2.4</td>
<td>4.32</td>
<td>4</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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>2/2</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</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]
Date: 2/28/2020

Printed Name: J. Marc Tolan
Firm Name (If applicable): ARCHIVE Architecture Group LLC

2/28/2020
### Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit this worksheet or a comparable document certified by an accessibility professional.

### Instructions for Submitting Accessible Parking Information

**When the number of parking spaces for Units is equal to or greater than the number of Units:**

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

**When the number of parking spaces for Units is less than the number of Units:**

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space (surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

**When parking spaces are in more than one parking lot:**

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). 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 and/or groups of amenities in close proximity that share a single APS. In the space to the right, 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 will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.

<table>
<thead>
<tr>
<th>Amenity: Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.: Clubhouse</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 2
Enter the information indicated below.

Total dwelling Units in the Development: 120
Total surface parking spaces (including non-residential): 259
Total carports (including non-residential): 
Total garages (including non-residential): 
Total parking spaces of all types: 
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 
Total of all types of parking spaces that serve dwelling units: 
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 
APSs required in excess of one per mobility accessible unit: 

Total APSs required (including dwelling units and facilities/amenities): 11

Distribution of APSs Among the Various Types of Parking

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.

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: 2
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: 

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
J. Marc Tolson
Printed Name

Date: 2/28/2020
ARRIVE Architecture Group, LLC
Firm Name (if applicable)
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". If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

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

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

Non Rental Income $10.00 per unit/month for: late fees, pet deposits 1,200

TOTAL: $10,000 per unit/month for: 1,200

= POTENTIAL GROSS MONTHLY INCOME 105,244
- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (7,893)
- Rental Concessions (enter as a negative number)
Enter as a negative value

= EFFECTIVE GROSS MONTHLY INCOME 97,351
x 12 = EFFECTIVE GROSS ANNUAL INCOME 1,168,208

If a revised form is submitted, date of submission: 2/28/2020
## Rent Schedule (Continued)

### Housing

<table>
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<tr>
<th>TC20%</th>
<th>% of LI</th>
<th>% of Total</th>
<th>MRB20%</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
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<td></td>
<td>0</td>
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<td>0</td>
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<td>TC80%</td>
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### Tax Credits

| HTC Li Total | 114 |
| EO | 0 |
| MR | 5% | 5% | 6 |
| MR Total | 5% | 6 |
| Total HTC Units | 120 |

### Direct Loan (NHTF)

| HTF30% | 0 |
| NHTF Li Total | 0 |
| MR | 0 |
| MR Total | 0 |
| HTF Total | 0 |

### Mortgage Revenue

<table>
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<th>MRB20%</th>
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<th>% of Total</th>
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</thead>
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<tr>
<td>MRB40%</td>
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<td></td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
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<tr>
<td>MRB60%</td>
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<td>MRB70%</td>
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<td></td>
</tr>
<tr>
<td>MRB80%</td>
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<td></td>
</tr>
</tbody>
</table>

### Bond

| MRB Li Total | 0 |
| MRBM | 0 |
| MRB Total | 0 |

### Direct Loan (HOME, TCAP RF, and/or NSP1 PI)

| Direct Loan Li Total | 0 |
| EO | 0 |
| MR | 0 |
| MR Total | 0 |

### Other

| Total OT Units | 29 |

### Bed Sizes

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<td>5</td>
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### Costs

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<th>Cost Per Sq. Ft</th>
<th>$100.73</th>
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<td>Cost Per Sq. Ft</td>
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<tr>
<td>Acquisition + Hard</td>
<td>Cost Per Sq. Ft</td>
<td>$139.65</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”.
If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</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>
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<tr>
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<td>1</td>
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<td>675</td>
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<td>396</td>
<td>84</td>
<td>1,188</td>
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<td>1</td>
<td>675</td>
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<td>864</td>
<td>84</td>
<td>8,640</td>
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<td>2</td>
<td>905</td>
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<td>808</td>
<td>631</td>
<td>167</td>
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<td>16,290</td>
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<td>803</td>
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<td>14,454</td>
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<td>167</td>
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<td>708</td>
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<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td></td>
<td>105,980</td>
<td>102,094</td>
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**Non Rental Income**
- $10.00 per unit/month for: late fees, pet deposits = 1,200

**TOTAL NONRENTAL INCOME**
- $10.00 per unit/month = 1,200

**POTENTIAL GROSS MONTHLY INCOME**
- 103,294

- Provision for Vacancy & Collection Loss
  - % of Potential Gross Income: 7.50% = (7,747)

- Rental Concessions (enter as a negative number)
  - Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME**
- 95,547

**EFFECTIVE GROSS ANNUAL INCOME**
- 1,146,563

If a revised form is submitted, date of submission: 6/14/2020

PGI and EGI decreased. - bps
-
<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>TC30%</td>
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<tr>
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<th>% of Total</th>
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</thead>
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<tr>
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<tr>
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</tr>
<tr>
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<tr>
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<table>
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<th>% of Total</th>
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</tr>
<tr>
<td>MR Total</td>
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<tr>
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### Rent Schedule (Continued)

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<tbody>
<tr>
<td>HTC Li Total</td>
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### MORTGAGE REVENUE

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<td>MRB70%</td>
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### BOND

<table>
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<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>MRB70%</td>
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</tr>
<tr>
<td>MRB80%</td>
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### DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)

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<th>% of Total</th>
</tr>
</thead>
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<tr>
<td>MR Total</td>
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<tr>
<td>Direct Loan Total</td>
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### OTHER

<table>
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<tbody>
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### BEDROOMS

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<th>% of Total</th>
</tr>
</thead>
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<td>5</td>
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</tbody>
</table>

### ACQUISITION + HARD

| Cost Per Sq. Ft | $111.73 |

### HARD

| Cost Per Sq. Ft | $111.73 |

### BUILDING

| Cost Per Sq. Ft | $100.73 |

---

**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.
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>
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<td>Electric</td>
<td>$</td>
<td>$</td>
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<td>$</td>
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</tr>
<tr>
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<td>Electric</td>
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<td>$</td>
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<td>Dallas Housing Authority 10/1/19</td>
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<tr>
<td>Other Electric</td>
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<td>Electric</td>
<td>$</td>
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<td>$</td>
<td>Dallas Housing Authority 10/1/19</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$</td>
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<td>$</td>
<td>Dallas Housing Authority 10/1/19</td>
</tr>
<tr>
<td>Water Heater</td>
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<td>Electric</td>
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<td>Dallas Housing Authority 10/1/19</td>
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<tr>
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<td>Landlord</td>
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<td>Sewer</td>
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<td>Tenant</td>
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Total Paid by Tenant

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Source of Utility Allowance & Effective Date

Dallas Housing Authority 10/1/19

If a revised form is submitted, date of submission: ____________________________
### Allowance for Tenant-Furnished Utilities and Other Services

#### U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

---

**Locality**

- **DALLAS HOUSING AUTHORITY**

**Unit Type**

- APT / CONDO / TOWNHOUSE

**Date(mm/dd/yyyy)**

- 10/01/2019

---

#### Utility or Service

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<th>2BR</th>
<th>3BR</th>
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<tbody>
<tr>
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<tr>
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<tr>
<td>c. Oil / Electric</td>
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<td>d. Coal/Other</td>
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<tr>
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<td>c. Oil / Electric</td>
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<td>$27</td>
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<td>$27</td>
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<td><strong>Range/Microwave (If tenant supplies)</strong></td>
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<td>$12</td>
<td>$12</td>
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<td></td>
</tr>
</tbody>
</table>

---

**Actual Family Allowances**

To be used by the family to compute allowance.

To complete below for the actual unit rented.

- **Total**

---

**Actual Family Allowances**

- **Total**: $0

---

**Name of Family**

- Cooking
- Other Electric
- Air Conditioning
- Water Heating

---

**Address of Unit**

- Water
- Sewer
- Trash Collection
- Range/Microwave
- Refrigerator

---

**Number of Bedrooms**

- Other

---

Previous editions are obsolete

Page 1 of 1

form HUD-52667(04/15)

ref. Handbook 7420.8
**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>
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<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>Electric</td>
<td></td>
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<td>Tenant</td>
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<td>Air Conditioning</td>
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<td>Water Heater</td>
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<tr>
<td>Sewer</td>
<td>Landlord</td>
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<tr>
<td>Trash</td>
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</table>

**Total Paid by Tenant**

- $ 84.0
- $ 167.0
- $ 194.0
- $ -

Other (Describe)

If a revised form is submitted, date of submission: 6/14/2020
## IDENTIFICATION OF UNITS ("CONTRACT UNITS")

### BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16E000019  
FHA Project Number (if applicable): N/A  
Effective Date of the Rent Increase (if applicable): 7/1/2019

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<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
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<td>$1,163</td>
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**NOTE:** This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

**Comments:**
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")

BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16E000058
FHA Project Number (if applicable): 
Effective Date of the Rent Increase (if applicable):

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<th>Gross Rent</th>
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<tbody>
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<td>7</td>
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<td>509</td>
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<tr>
<td>4</td>
<td>1 BR</td>
<td>425</td>
<td>84</td>
<td>509</td>
</tr>
</tbody>
</table>

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:
Justin,

That will work. If you have the HAP numbers for a 1 bedroom then you should use that for those units. Let me know if there are any other questions.

Thank you,

Cara Pollei
Compliance Monitor
(512) 475-3821

Justin Gregory
Empower People
Enhance Communities
Financial Analyst
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
O (513) 964-1152, C (724) 561-3196

Hi Justin,

I just left you a message however, the master HAP contract does have one bedroom utility allowances on it. Because of that I am having my team send me that schedule (with one bedroom utility allowances) and we plan to use that for the one bedrooms.

I believe that will work because it ties to the HAP contract; even though we are not using 1 BR HAP units in our application?

Thank you,
First off, you would need to attempt to get a HUD schedule with the 1 bedrooms listed. If you are unable to get that then you can submit the evidence of the attempt and you could then use another methodology. Assuming you do not have MFDL funding from the Department, the PHA methodology would be okay. In order to approve that method we would have to see the evidence of the HUD request to get the other unit size added.

If that does not fully answer your question please let me know, I will be happy to help further.

Thank you,

Cara Pollei
Compliance Monitor
(512) 475-3821

From: Justin Gregory <Justin.Gregory@mvahpartners.com>
Sent: Wednesday, June 10, 2020 9:41 AM
To: Cara Pollei <cara.pollei@tdhca.state.tx.us>
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

Follow up question.

If the HAP utility allowances are only stated for 2 and 3 bedrooms and the property has one bedrooms; what is the property utility allowance, the PHA allowance for the 1 bedroom?

Thank you,

Justin Gregory
Financial Analyst
Empower People
Enhance Communities
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
O (513) 964-1152, C (724) 561-3196

From: Cara Pollei <cara.pollei@tdhca.state.tx.us>
Sent: Wednesday, June 10, 2020 9:59 AM
To: Justin Gregory <Justin.Gregory@mvahpartners.com>
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

You’re welcome.

Cara Pollei
Compliance Monitor
(512) 475-3821
From: Justin Gregory <Justin.Gregory@mvahpartners.com>
Sent: Wednesday, June 10, 2020 8:58 AM
To: Cara Pollei <cara.pollei@tdhca.state.tx.us>
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

Thank you for the quick confirmation.

From: Cara Pollei <cara.pollei@tdhca.state.tx.us>
Sent: Wednesday, June 10, 2020 9:48 AM
To: Justin Gregory <Justin.Gregory@mvahpartners.com>
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

Good morning,

Since Utility Allowances are monitoring on a building basis, you will need to make sure that the building in which the HUD Funding is present has all units rent restricted using the HUD Utility Allowance. So, if all of the buildings at the Development will have Project Based units in the building, then all of the buildings (units) will utilize the HUD Utility Allowance.

If you need more information please let me know, I am happy to help.

Thank you,

Cara Pollei
Compliance Monitor
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475-3821
Fax: 512.475-3359

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.
Hello Cara,

We received a deficiency notice regarding our application for Highpoint at Wynnewood that is due next Monday. We have 29 units in a mix of all of the buildings in the development that are Project Based Units through a HAP contract.

Will we need to utilize the Project Based HAP utility allowances for every unit in that building that has the same bedroom types as the Project Based Units?

Thank you,

Justin Gregory
Financial Analyst

Empower People
Enhance Communities
# Annual Operating Expenses

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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td></td>
</tr>
<tr>
<td>Management</td>
<td>$95,000</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>$48,000</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
<td></td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$143,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$6,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$31,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$30,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$29,000</td>
</tr>
<tr>
<td>Pool</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$98,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$24,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$14,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$40,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$78,000</td>
</tr>
</tbody>
</table>

| Annual Property Insurance: Rate per net rentable square foot: | $0.57 |
| Annual Property Taxes:                                      | $132,000 |
| Payments in Lieu of Taxes:                                 | $ |
| Total Property Taxes:                                       | $132,000 |
| Reserve for Replacements: Annual reserves per unit: $250    | $30,000 |

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></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>$4,560</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 (ALL Tax-Exempt Bond Developments)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other Franchise Tax</td>
<td>$3,584</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$8,144</td>
</tr>
</tbody>
</table>

**Total Annual Expenses**: $661,737  
**Expense per unit:** $5514  
**Expense to Income Ratio:** 56.65%

**Net Operating Income (before debt service):**  $506,471

**Annual Debt Service**

| First Mortgage Payment | $413,690 |
| TDHCA Bond-Issuer Admin Fee (0.10%) | |

**Total Annual Debt Service:**  $413,690  
**Debt Coverage Ratio:** 1.22  
**Net Cash Flow:**  $92,781

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

---

**EGI = 1,168,208 - bps**

---

4840-3407-1220.v1

2/28/2020
# ANNUAL OPERATING EXPENSES

## General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$6,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$12,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$6,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$13,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$5,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,000</td>
</tr>
<tr>
<td>Other</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$42,000</strong></td>
</tr>
</tbody>
</table>

## Management Fee

Percent of Effective Gross Income: 6.11%  
$70,093

## Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$95,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$48,000</td>
</tr>
<tr>
<td>Other</td>
<td>$143,000</td>
</tr>
</tbody>
</table>

## Repairs & Maintenance

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$6,000</td>
</tr>
<tr>
<td>Exterminating</td>
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<td>Grounds</td>
<td>$30,000</td>
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<td>Make-ready</td>
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<tr>
<td>Pool</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other</td>
<td>$98,500</td>
</tr>
</tbody>
</table>

## Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
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</tr>
<tr>
<td>Natural gas</td>
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</tr>
<tr>
<td>Trash</td>
<td>$40,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$250</td>
</tr>
<tr>
<td>Other</td>
<td>$78,000</td>
</tr>
</tbody>
</table>

## Property Taxes

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$132,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$132,000</strong></td>
</tr>
</tbody>
</table>

## Reserve for Replacements

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Total Reserve for Replacements:</strong></td>
<td><strong>$30,000</strong></td>
</tr>
</tbody>
</table>

## Other Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$1</td>
</tr>
<tr>
<td>Supportive Services</td>
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</tr>
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<tr>
<td>Security</td>
<td>$4,560</td>
</tr>
<tr>
<td>Other</td>
<td>$8,144</td>
</tr>
</tbody>
</table>

## Total Other Expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$8,144</strong></td>
</tr>
</tbody>
</table>

## Total Annual Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Annual Expenses:</strong></td>
<td><strong>$661,737</strong></td>
</tr>
</tbody>
</table>

## Net Operating Income (before debt service)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Operating Income:</strong></td>
<td><strong>$484,826</strong></td>
</tr>
</tbody>
</table>

## Annual Debt Service

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Mortgage Payment</strong></td>
<td><strong>$413,690</strong></td>
</tr>
</tbody>
</table>

## TDHCA Bond-Issuer Admin Fee (0.10%)

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TDHCA Bond-Issuer Admin Fee (0.10%)</strong></td>
<td><strong>$413,690</strong></td>
</tr>
</tbody>
</table>

## Total Annual Debt Service

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Annual Debt Service</strong></td>
<td><strong>$413,690</strong></td>
</tr>
</tbody>
</table>

## Net Cash Flow

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Cash Flow</strong></td>
<td><strong>$71,136</strong></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: **06/14/20**

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4840-3407-1220.v1

6/14/2020
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</td>
<td>$1,248,528</td>
<td>$1,273,499</td>
<td>$1,298,969</td>
<td>$1,324,948</td>
<td>$1,351,447</td>
<td>$1,492,107</td>
<td>$1,647,406</td>
</tr>
<tr>
<td>ANNUAL RENTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INCOME</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Secondary Income**: $14,400, $14,688, $14,982, $15,281, $15,587, $17,209, $19,000
- **Provision for Vacancy Collection Loss**: $(94,720), $(96,614), $(98,546), $(100,517), $(102,528), $(113,199), $(124,981)

### 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 Administrative</td>
<td>$42,000</td>
<td>$43,260</td>
<td>$44,558</td>
<td>$45,895</td>
<td>$47,271</td>
<td>$54,800</td>
<td>$63,529</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$70,093</td>
<td>$71,495</td>
<td>$72,925</td>
<td>$74,383</td>
<td>$75,871</td>
<td>$83,768</td>
<td>$92,486</td>
</tr>
<tr>
<td>Payroll, Payroll Tax</td>
<td>$143,000</td>
<td>$147,290</td>
<td>$151,709</td>
<td>$156,260</td>
<td>$160,946</td>
<td>$165,836</td>
<td>$186,583</td>
</tr>
<tr>
<td>&amp; Employee Benefits</td>
<td>$98,500</td>
<td>$101,455</td>
<td>$104,499</td>
<td>$107,634</td>
<td>$110,863</td>
<td>$114,898</td>
<td>$128,520</td>
</tr>
<tr>
<td>Repair &amp; Maintenance</td>
<td>$24,000</td>
<td>$24,720</td>
<td>$25,462</td>
<td>$26,225</td>
<td>$27,012</td>
<td>$27,901</td>
<td>$31,315</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$5,000</td>
<td>$5,560</td>
<td>$5,789</td>
<td>$5,907</td>
<td>$6,077</td>
<td>$6,258</td>
<td>$7,048</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,584</td>
<td>$67,531</td>
<td>$70,458</td>
<td>$78,286</td>
</tr>
<tr>
<td>Utilities</td>
<td>$8,144</td>
<td>$8,388</td>
<td>$8,640</td>
<td>$8,999</td>
<td>$9,166</td>
<td>$10,626</td>
<td>$12,319</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$132,000</td>
<td>$135,960</td>
<td>$140,039</td>
<td>$144,240</td>
<td>$148,567</td>
<td>$172,230</td>
<td>$199,662</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,789</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$8,144</td>
<td>$8,388</td>
<td>$8,640</td>
<td>$8,999</td>
<td>$9,166</td>
<td>$10,626</td>
<td>$12,319</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$661,737</td>
<td>$680,888</td>
<td>$700,699</td>
<td>$720,889</td>
<td>$741,771</td>
<td>$855,729</td>
<td>$987,401</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$506,471</td>
<td>$510,684</td>
<td>$514,804</td>
<td>$518,823</td>
<td>$522,735</td>
<td>$540,388</td>
<td>$554,025</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</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
</tr>
<tr>
<td>Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Deed of Trust</td>
<td>$92,781</td>
<td>$96,994</td>
<td>$101,114</td>
<td>$105,133</td>
<td>$109,045</td>
<td>$126,698</td>
<td>$140,335</td>
</tr>
<tr>
<td>Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust</td>
<td>$92,781</td>
<td>$189,776</td>
<td>$290,890</td>
<td>$396,023</td>
<td>$505,068</td>
<td>$1,094,426</td>
<td>$1,762,010</td>
</tr>
<tr>
<td>Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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>ANNUAL NET CASH FLOW</td>
<td>$92,781</td>
<td>$96,994</td>
<td>$101,114</td>
<td>$105,133</td>
<td>$109,045</td>
<td>$126,698</td>
<td>$140,335</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$92,781</td>
<td>$189,776</td>
<td>$290,890</td>
<td>$396,023</td>
<td>$505,068</td>
<td>$1,094,426</td>
<td>$1,762,010</td>
</tr>
</tbody>
</table>

### Debt Coverage Ratio

<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>Debt Coverage Ratio</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.31</td>
<td>1.34</td>
</tr>
</tbody>
</table>

### Asset Management Fee

<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>Asset Management Fee</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<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>Deferred Developer Fee</td>
<td>133,789</td>
<td>53,981</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).
### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
<th>REPAIRS &amp; MAINTENANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,225,128</td>
<td>$14,400</td>
<td>($92,965)</td>
<td>$1,146,563</td>
<td>$98,500</td>
</tr>
<tr>
<td>2</td>
<td>$1,249,631</td>
<td>$14,688</td>
<td>($94,824)</td>
<td>$1,169,495</td>
<td>$101,455</td>
</tr>
<tr>
<td>3</td>
<td>$1,274,623</td>
<td>$14,982</td>
<td>($96,720)</td>
<td>$1,192,885</td>
<td>$104,499</td>
</tr>
<tr>
<td>4</td>
<td>$1,300,116</td>
<td>$15,281</td>
<td>($98,655)</td>
<td>$1,216,742</td>
<td>$107,634</td>
</tr>
<tr>
<td>5</td>
<td>$1,326,118</td>
<td>$15,587</td>
<td>($100,628)</td>
<td>$1,241,077</td>
<td>$110,863</td>
</tr>
<tr>
<td>10</td>
<td>$1,464,141</td>
<td>$17,209</td>
<td>($111,101)</td>
<td>$1,370,249</td>
<td>$128,548</td>
</tr>
<tr>
<td>15</td>
<td>$1,616,530</td>
<td>$19,000</td>
<td>($122,665)</td>
<td>$1,512,866</td>
<td>$148,990</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>YEAR</th>
<th>General &amp; Administrative Expenses</th>
<th>Management Fee</th>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Electric &amp; Gas Utilities</th>
<th>Annual Property Insurance Premiums</th>
<th>Property Tax</th>
<th>Reserve for Replacements</th>
<th>Other Expenses</th>
<th>TOTAL ANNUAL EXPENSES</th>
<th>NET OPERATING INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$42,000</td>
<td>$70,093</td>
<td>$143,000</td>
<td>$24,000</td>
<td>$60,000</td>
<td>$132,000</td>
<td>$30,000</td>
<td>$8,144</td>
<td>$661,737</td>
<td>$484,826</td>
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<td>$71,925</td>
<td>$147,290</td>
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<td>$61,800</td>
<td>$135,960</td>
<td>$30,900</td>
<td>$8,388</td>
<td>$680,888</td>
<td>$488,606</td>
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<td>$44,558</td>
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<td>$151,709</td>
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<td>$63,654</td>
<td>$140,039</td>
<td>$31,827</td>
<td>$8,640</td>
<td>$700,600</td>
<td>$492,285</td>
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<tr>
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<td>$45,895</td>
<td>$74,383</td>
<td>$156,260</td>
<td>$26,225</td>
<td>$65,564</td>
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<td>$32,782</td>
<td>$8,899</td>
<td>$720,889</td>
<td>$495,854</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>$83,768</td>
<td>$186,583</td>
<td>$31,315</td>
<td>$78,286</td>
<td>$172,230</td>
<td>$39,143</td>
<td>$10,626</td>
<td>$855,729</td>
<td>$514,521</td>
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<tr>
<td>15</td>
<td></td>
<td>$92,486</td>
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<td>$36,302</td>
<td>$90,755</td>
<td>$199,662</td>
<td>$45,378</td>
<td>$12,319</td>
<td>$987,401</td>
<td>$525,465</td>
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### DEBT SERVICE

<table>
<thead>
<tr>
<th>YEAR</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
<th>Debt Coverage Ratio</th>
<th>Asset Management Fee</th>
<th>Deferred Developer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$413,690</td>
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<td>$71,136</td>
<td>$71,136</td>
<td>1.17</td>
<td>$5,000</td>
<td>$66,136</td>
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<tr>
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<td>$413,690</td>
<td>$413,690</td>
<td>$74,916</td>
<td>$146,053</td>
<td>1.18</td>
<td>$5,000</td>
<td>$69,916</td>
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<tr>
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<td>$413,690</td>
<td>$413,690</td>
<td>$78,595</td>
<td>$224,648</td>
<td>1.19</td>
<td>$5,000</td>
<td>$51,717</td>
</tr>
<tr>
<td>4</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$82,164</td>
<td>$306,811</td>
<td>1.20</td>
<td>$5,000</td>
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</tr>
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<td>$413,690</td>
<td>$85,616</td>
<td>$392,427</td>
<td>1.21</td>
<td>$5,000</td>
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</tr>
<tr>
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<td>$413,690</td>
<td>$413,690</td>
<td>$100,831</td>
<td>$585,542</td>
<td>1.24</td>
<td>$5,000</td>
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<tr>
<td>15</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$111,775</td>
<td>$1,390,057</td>
<td>1.27</td>
<td>$5,000</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)
### 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.

<table>
<thead>
<tr>
<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>INCOME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$1,225,128</td>
<td>$1,249,631</td>
<td>$1,274,623</td>
<td>$1,300,116</td>
<td>$1,326,118</td>
<td>$1,464,141</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$1,239,528</td>
<td>$1,264,319</td>
<td>$1,289,605</td>
<td>$1,315,397</td>
<td>$1,341,705</td>
<td>$1,481,351</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,965)</td>
<td>($94,824)</td>
<td>($96,720)</td>
<td>($98,655)</td>
<td>($100,628)</td>
<td>($111,101)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$1,146,563</td>
<td>$1,169,495</td>
<td>$1,192,885</td>
<td>$1,216,742</td>
<td>$1,241,077</td>
<td>$1,370,249</td>
</tr>
</tbody>
</table>

| **EXPENSES** |              |              |              |              |              |              |
| General & Administrative Expenses | $42,000 | $43,260 | $44,558 | $45,895 | $47,271 | $54,800 | $63,529 |
| Management Fee | $70,093 | $71,495 | $72,925 | $74,383 | $75,871 | $83,768 | $92,486 |
| Payroll, Payroll Tax & Employee Benefits | $143,000 | $147,290 | $151,709 | $156,260 | $160,948 | $186,583 | $216,300 |
| Repairs & Maintenance | $98,500 | $101,455 | $104,499 | $107,634 | $110,863 | $128,520 | $148,990 |
| Electric & Gas Utilities | $24,000 | $24,720 | $25,462 | $26,225 | $27,012 | $31,315 | $36,302 |
| Water, Sewer & Trash Utilities | $54,000 | $55,620 | $57,289 | $59,007 | $60,777 | $70,458 | $81,680 |
| Annual Property Insurance Premiums | $60,000 | $61,800 | $63,654 | $65,564 | $67,531 | $78,286 | $90,755 |
| Property Tax | $132,000 | $135,960 | $140,039 | $144,240 | $148,567 | $172,230 | $199,662 |
| Reserve for Replacements | $30,000 | $30,900 | $31,827 | $32,782 | $33,765 | $39,143 | $45,378 |
| Other Expenses | $8,144 | $8,388 | $8,640 | $8,899 | $9,166 | $10,626 | $12,319 |
| **TOTAL ANNUAL EXPENSES** | $661,737 | $680,888 | $700,600 | $720,889 | $741,771 | $855,729 | $987,401 |
| **NET OPERATING INCOME** | $484,826 | $488,606 | $492,285 | $495,854 | $499,306 | $514,521 | $525,465 |

| **DEBT SERVICE** |              |              |              |              |              |              |
| First Deed of Trust Annual Loan Payment | $413,690 | $413,690 | $413,690 | $413,690 | $413,690 | $413,690 |
| Second Deed of Trust Annual Loan Payment |      |              |              |              |              |              |
| Third Deed of Trust Annual Loan Payment |      |              |              |              |              |              |
| Other Annual Required Payment |      |              |              |              |              |              |
| **ANNUAL NET CASH FLOW** | $71,136 | $74,916 | $78,595 | $82,164 | $85,616 | $100,831 | $111,775 |
| **CUMULATIVE NET CASH FLOW** | $71,136 | $146,053 | $224,648 | $306,811 | $392,427 | $858,542 | $1,390,057 |
| Debt Coverage Ratio | 1.17 | 1.18 | 1.19 | 1.20 | 1.21 | 1.24 | 1.27 |
| Asset Management Fee | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| Deferred Developer Fee | 66,136 | 69,916 | 71,717 |              |              |              |              |

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**

---

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**Signature, Authorized Representative, Syndicator**

---

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---

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

**Signature, Authorized Representative, Syndicator**
# Offsite Cost Breakdown

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

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

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

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

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

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

---

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Main Extension</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td>196</td>
<td>$27,440.00</td>
<td>$5,000.00</td>
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<td></td>
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<td>$3,500</td>
</tr>
<tr>
<td>Water Main Extension</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8&quot; PVC (L.F.)</td>
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<td>353</td>
<td>$16,591.00</td>
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<td>Connect to Existing Stub</td>
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<td>$2,100.00</td>
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</tr>
<tr>
<td>Lines 35-37 Hidden</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$56,031</td>
</tr>
</tbody>
</table>

---

David A. Greer

Signature of Registered Engineer responsible for Budget Justification

Printed Name: 02-26-2020

Date: 02-26-2020

Seal

---

[State of Texas Professional Engineer Seal]
## 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.

---

**For Site Work costs that exceed $15,000 per unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove Existing Buildings (EA)</td>
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<td>$ 60,000.00</td>
<td>$ 2,500.00</td>
<td>$ 2,500</td>
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<tr>
<td>Remove Existing Site Work (LS)</td>
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<td>$ 26,000.00</td>
<td>$ 26,000</td>
<td>$ 26,000</td>
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<td>$ 11,500</td>
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<td></td>
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</tr>
<tr>
<td>Grading</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
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<td>$ 125,500.00</td>
<td>$ 125,500</td>
<td>$ 125,500</td>
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<tr>
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<td>$ 156,000.00</td>
<td>$ 156,000</td>
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<td></td>
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</tr>
<tr>
<td>Paving</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Paving (SF)</td>
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<td>$ 328,432.00</td>
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<td>Striping (LS)</td>
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<td>$ 7,500</td>
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<tr>
<td>Flatwork (SF)</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Utilities</td>
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<tr>
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<td>1</td>
<td>$ 65,200.00</td>
<td>$ 65,200</td>
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<tr>
<td>Sanitary Sewer Structures</td>
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<td>$ 42,000</td>
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</tr>
<tr>
<td>Storm Drainage Structures</td>
<td>$ 87,000.00</td>
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<td>$ 87,000</td>
<td>$ 87,000</td>
<td></td>
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<tr>
<td>Onsite Electric (LS)</td>
<td>$ 65,000.00</td>
<td>1</td>
<td>$ 65,000.00</td>
<td>$ 65,000</td>
<td>$ 65,000</td>
<td></td>
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<tr>
<td>Misc Site Improvements</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$ 92,600.00</td>
<td>1</td>
<td>$ 92,600.00</td>
<td>$ 92,600</td>
<td>$ 92,600</td>
<td></td>
</tr>
<tr>
<td>Signage</td>
<td>$ 5,000.00</td>
<td>1</td>
<td>$ 5,000.00</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,413,910</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: [Name]

Date: February 25, 2020

Seal: [Seal Image]
# Development Cost Schedule

**This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:**

## Total Development Summary

<table>
<thead>
<tr>
<th>Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Acquisition</strong></td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
<td><strong>New/Rehab.</strong></td>
</tr>
<tr>
<td>Acquisition</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
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</tr>
<tr>
<td>Situ acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. 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><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$1,000,000</strong></td>
</tr>
<tr>
<td><strong>Off-Sites</strong></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td><strong>35,940</strong></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
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<td>Off-site utilities</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</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 Off-Sites Cost</strong></td>
<td><strong>$56,031</strong></td>
</tr>
<tr>
<td><strong>Site Work</strong></td>
<td></td>
</tr>
<tr>
<td>Detonation</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detonation</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td><strong>157,000</strong></td>
</tr>
<tr>
<td>Fine grading</td>
<td><strong>156,000</strong></td>
</tr>
<tr>
<td>On-site concrete</td>
<td><strong>194,200</strong></td>
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<tr>
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<td><strong>65,000</strong></td>
</tr>
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<td><strong>521,835</strong></td>
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<td><strong>92,600</strong></td>
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<td></td>
</tr>
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<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td><strong>$1,813,910</strong></td>
</tr>
<tr>
<td><strong>Site Amenities</strong></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td><strong>300,000</strong></td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>25,000</td>
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<tr>
<td>Fencing</td>
<td><strong>50,000</strong></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td><strong>$375,000</strong></td>
</tr>
</tbody>
</table>

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**All Off-site Costs Require Documentation. Those Entered in Basis Require More Documentation!!! See 10 TAC §11.204(8)(E)(ii).**

Self Score Total: **121**
## BUILDING COSTS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,420,566</td>
<td>1,420,566</td>
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<tr>
<td>Masonry</td>
<td>1,100,000</td>
<td>1,100,000</td>
</tr>
<tr>
<td>Metals</td>
<td>350,000</td>
<td>350,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>800,000</td>
<td>800,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>400,000</td>
<td>400,000</td>
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<tr>
<td>Roof Covering</td>
<td>225,000</td>
<td>225,000</td>
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<tr>
<td>Doors and Windows</td>
<td>730,000</td>
<td>730,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>600,000</td>
<td>600,000</td>
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<tr>
<td>Equipment</td>
<td>400,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>650,000</td>
<td>650,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC, Plumbing)</td>
<td>1,500,000</td>
<td>1,500,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Individually itemize costs below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>500,000</td>
<td>500,000</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>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td><strong>Subtotal Building Costs</strong></td>
<td>10,675,566</td>
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<tr>
<td><strong>Voluntary Eligible Building Costs</strong></td>
<td>0</td>
<td>0</td>
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</tbody>
</table>

### TOTAL BUILDING COSTS & SITE WORK

<table>
<thead>
<tr>
<th>(including site amenities)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>4.98%</td>
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<tr>
<td><strong>Contingency</strong></td>
<td><strong>$643,224</strong></td>
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<tr>
<td><strong>Total Contingency</strong></td>
<td>618,224</td>
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<tr>
<td><strong>Total Hard Costs</strong></td>
<td><strong>$13,563,731</strong></td>
</tr>
<tr>
<td><strong>% THC</strong></td>
<td><strong>6.00%</strong></td>
</tr>
<tr>
<td><strong>% EHC</strong></td>
<td><strong>6.00%</strong></td>
</tr>
</tbody>
</table>

### TOTAL CONTRACTOR FEES

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,898,923</strong></td>
</tr>
<tr>
<td><strong>Contractor Fees</strong></td>
<td><strong>$1,817,578</strong></td>
</tr>
<tr>
<td><strong>Total Contractor Contract</strong></td>
<td><strong>$15,462,654</strong></td>
</tr>
</tbody>
</table>

### Voluntary Eligible “Hard Costs” (After 11.9(e)(2))

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,525,000</strong></td>
</tr>
<tr>
<td><strong>Voluntary Eligible Costs</strong></td>
<td><strong>$100.24 psf</strong></td>
</tr>
</tbody>
</table>

---

**Note:**

- 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. 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.

---

**2/28/2020**
| SOFT COSTS | Architectural - Design fees | $512,446 | $394,931 |
| SOFT COSTS | Architectural - Supervision fees | $200,000 | $200,000 |
| SOFT COSTS | Engineering fees | $75,000 | $75,000 |
| SOFT COSTS | Real estate attorney/other legal fees | $50,000 | $50,000 |
| SOFT COSTS | Accounting fees | $20,000 | $20,000 |
| SOFT COSTS | Impact fees | $20,000 | $20,000 |
| SOFT COSTS | Building permits & related costs | $33,236 | $33,236 |
| SOFT COSTS | Appraisal | $6,000 | $6,000 |
| SOFT COSTS | Market analysis | $8,000 | $8,000 |
| SOFT COSTS | Environmental assessment | $15,000 | $15,000 |
| SOFT COSTS | Soils report | $20,000 | $20,000 |
| SOFT COSTS | Survey | $40,000 | $40,000 |
| SOFT COSTS | Marketing | $150,000 | $150,000 |
| SOFT COSTS | Hazard & liability insurance | $132,000 | $132,000 |
| SOFT COSTS | Personal property taxes | $400,000 | $400,000 |
| SOFT COSTS | Tenant Relocation | $100,000 | $100,000 |
| SOFT COSTS | Soft Cost Contingency | $225,000 | $225,000 |
| SOFT COSTS | FF&E | $225,000 | $225,000 |
| SOFT COSTS | Other (specify) - see footnote 1 | | |

| SOFT COSTS | Subtotal Soft Cost | $2,006,682 | $0 | $1,449,167 |

| FINANCING: CONSTRUCTION LOAN(S) | Interest | $669,708 | $629,708 |
| FINANCING: CONSTRUCTION LOAN(S) | Loan origination fees | $200,000 | $200,000 |
| FINANCING: CONSTRUCTION LOAN(S) | Title & recording fees | $92,855 | $92,855 |
| FINANCING: CONSTRUCTION LOAN(S) | Closing costs & legal fees | $25,000 | $25,000 |
| FINANCING: CONSTRUCTION LOAN(S) | Inspection fees | $18,000 | $18,000 |
| FINANCING: CONSTRUCTION LOAN(S) | Credit Report | | |
| FINANCING: CONSTRUCTION LOAN(S) | Discount Points | | |
| FINANCING: CONSTRUCTION LOAN(S) | Other (specify) - see footnote 1 | | |
| FINANCING: CONSTRUCTION LOAN(S) | Other (specify) - see footnote 1 | | |
| FINANCING: PERMANENT LOAN(S) | Loan origination fees | | |
| FINANCING: PERMANENT LOAN(S) | Title & recording fees | | |
| FINANCING: PERMANENT LOAN(S) | Closing costs & legal fees | | |
| FINANCING: PERMANENT LOAN(S) | Bond premium | | |
| FINANCING: PERMANENT LOAN(S) | Credit report | | |
| FINANCING: PERMANENT LOAN(S) | Discount points | | |
| FINANCING: PERMANENT LOAN(S) | Credit enhancement fees | | |
| FINANCING: PERMANENT LOAN(S) | Prepaid MIP | | |
| FINANCING: PERMANENT LOAN(S) | Other (specify) - see footnote 1 | | |
| FINANCING: PERMANENT LOAN(S) | Other (specify) - see footnote 1 | | |
| FINANCING: BRIDGE LOAN(S) | Interest | | |
| FINANCING: BRIDGE LOAN(S) | Loan origination fees | | |
| FINANCING: BRIDGE LOAN(S) | Title & recording fees | | |
| FINANCING: BRIDGE LOAN(S) | Closing costs & legal fees | | |
| FINANCING: BRIDGE LOAN(S) | Other (specify) - see footnote 1 | | |
| FINANCING: BRIDGE LOAN(S) | Other (specify) - see footnote 1 | | |
OTHER FINANCING COSTS3
Tax credit fees
Tax and/or bond counsel
Payment bonds
Performance bonds
Credit enhancement fees
Mortgage insurance premiums
Cost of underwriting & issuance
Syndication organizational cost
Tax opinion
Refinance (existing loan payoff amt)

3,600

25,000
50,000

Tax Credit Fees- reservation
Other (specify) - see footnote 1
Subtotal Financing Cost

67,400
$1,209,063

$0

$1,032,963

2,672,600
$2,672,600

$0

2,101,000
$2,101,000 15.00%

$599,571

$0

$0

$22,950,570

$0

$16,108,130

$0

$16,108,130
130%
$20,940,569
100%
$20,940,569
9.00%
$1,884,651

DEVELOPER FEES3
Housing consultant fees4
General & administrative
Profit or fee
Subtotal Developer Fees 14.96%
RESERVES
Rent-up - new funds
Rent-up - existing reserves*
Operating - new funds
Operating - existing reserves*
Replacement - new funds
Replacement - existing reserves*
Escrows - new funds
Escrows - existing reserves*
Subtotal Reserves
*Any existing reserve amounts should be
listed on the Schedule of Sources.
TOTAL HOUSING DEVELOPMENT COSTS

5

67,400

70,000
529,571

The following calculations are for HTC Applications only.
Deduct From Basis:
Federal grants used to finance costs in Eligible Basis
Non-qualified non-recourse financing
Non-qualified portion of higher quality units §42(d)(5)
Historic Credits (residential portion only)
Total Eligible Basis
**High Cost Area Adjustment (100% or 130%)
Total Adjusted Basis
Applicable Fraction
Total Qualified Basis
$20,940,569
Applicable Percentage6
Credits Supported by Eligible Basis
$1,884,651
Credit Request (from 17.Development Narrative) $
1,810,000

Requested Score for 11.9(e)(2)

$0
$0
$0

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:

Justin Gregory

Phone Number for Contact:

(513) 964-1152

If a revised form is submitted, date of submission:
4840-3407-1220.v1

2/28/2020


### Development Cost Schedule

**TOTAL DEVELOPMENT SUMMARY**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
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<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,000,000</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>35,940</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>20,091</td>
<td></td>
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</tr>
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<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
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<td>0</td>
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<tr>
<td><strong>SITE WORK</strong></td>
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</tr>
<tr>
<td>Demolition</td>
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<tr>
<td>Asbestos Abatement (Demolition Only)</td>
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<td>400,000</td>
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<tr>
<td>Detention</td>
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<tr>
<td>Rough grading</td>
<td>157,000</td>
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<tr>
<td>Fine grading</td>
<td>156,000</td>
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<tr>
<td>On-site concrete</td>
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<td>92,600</td>
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</tr>
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<td>12,500</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,813,910</td>
<td>0</td>
<td>1,313,910</td>
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</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>300,000</td>
<td></td>
<td></td>
<td>300,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>25,000</td>
<td></td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>50,000</td>
<td></td>
<td>50,000</td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$375,000</td>
<td>0</td>
<td>$375,000</td>
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<tr>
<td><strong>BUILDING COSTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>1,420,566</td>
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<td>1,420,566</td>
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</tr>
<tr>
<td>Masonry</td>
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<td>1,100,000</td>
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<tr>
<td>Metals</td>
<td>350,000</td>
<td></td>
<td>350,000</td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>800,000</td>
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<td>800,000</td>
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</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>400,000</td>
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<td>400,000</td>
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<tr>
<td>Roof Covering</td>
<td>225,000</td>
<td></td>
<td>225,000</td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>730,000</td>
<td></td>
<td>730,000</td>
<td></td>
</tr>
</tbody>
</table>
Finishes | 500,000 | 500,000
---|---|---
Specialties | 600,000 | 600,000
Equipment | 400,000 | 400,000
Furnishings | 650,000 | 650,000
Special Construction | 500,000 | 500,000
Conveying Systems (Elevators) | 1,500,000 | 1,500,000
Mechanical (HVAC; Plumbing) | 1,000,000 | 1,000,000
Electrical | 1,000,000 | 1,000,000

**Individually itemize costs below:**
- Detached Community Facilities/Building | 500,000 | 500,000
- 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) | $10,675,566 | $0 | $10,675,566 |
|---|---|---|

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

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.

| TOTAL BUILDING COSTS & SITE WORK (including site amenities) | $12,864,476 | $0 | $9,743,390 |
|---|---|---|
| Contingency | 4.98% | $643,224 | $643,224 |
| TOTAL HARD COSTS | $13,563,731 | $0 | $10,386,614 |

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>% THC</th>
<th>% EHC</th>
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</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>813,824</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>271,275</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00%</td>
<td>813,824</td>
</tr>
</tbody>
</table>

| TOTAL CONTRACTOR FEES | $1,898,923 | $0 | $1,454,126 |
|---|---|---|
| TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2) | $15,462,654 | $0 | $11,840,740 |

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

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.

| TOTAL COSTS | $8,054,800 | $0 | $11,525,000 |
|---|---|---|
| $70.06 psf | $100.24 psf |

**SOFT COSTS**

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<th>$394,931</th>
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</thead>
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<td>Architectural - Design fees</td>
<td>200,000</td>
<td>200,000</td>
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<tr>
<td>Architectural - Supervision fees</td>
<td>75,000</td>
<td>75,000</td>
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<tr>
<td>Engineering fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
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<tr>
<td>Impact Fees</td>
<td>33,236</td>
<td>33,236</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td>6,000</td>
<td>6,000</td>
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<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
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<tr>
<td>Environmental assessment</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td>20,000</td>
<td>20,000</td>
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*MF-6/15/2020_12:30pm-bps*
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<thead>
<tr>
<th>Survey</th>
<th>Marketing</th>
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</thead>
<tbody>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>132,000</td>
<td>132,000</td>
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<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>400,000</td>
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</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Subtotal Soft Cost | $2,006,682 | $0 | $1,449,167 |

**FINANCING:**

**CONSTRUCTION LOAN(S)³**

| Interest | 669,708 | 629,708 |
| Loan origination fees | 200,000 | 200,000 |
| Title & recording fees | 92,855 | 92,855 |
| Closing costs & legal fees | 25,000 | 25,000 |
| Inspection fees | 18,000 | 18,000 |
| Credit Report | |
| Discount Points | |
| Other (specify) - see footnote 1 | |
| Other (specify) - see footnote 1 | |

**PERMANENT LOAN(S)**

| Loan origination fees | 57,500 | |
| Title & recording fees | |
| Closing costs & legal | |
| Bond premium | |
| Credit report | |
| Discount points | |
| Credit enhancement fees | |
| Prepaid MIP | |
| Other (specify) - see footnote 1 | |
| Other (specify) - see footnote 1 | |

**BRIDGE LOAN(S)**

| Interest | |
| Loan origination fees | |
| Title & recording fees | |
| Closing costs & legal fees | |
| Other (specify) - see footnote 1 | |
| Other (specify) - see footnote 1 | |

**OTHER FINANCING COSTS³**

| Tax credit fees | 3,600 | |
| Tax and/or bond counsel | |
| Payment bonds | |
| Performance bonds | |
| Credit enhancement fees | |
| Mortgage insurance premiums | |
| Cost of underwriting & issuance | |
| Syndication organizational cost | 25,000 | |
| Tax opinion | 50,000 | |
| Refinance (existing loan payoff amt) | |
| Tax Credit Fees - reservation | 67,400 | 67,400 |
| Other (specify) - see footnote 1 | |

| Subtotal Financing Cost | $1,209,063 | $0 | $1,032,963 |

**DEVELOPER FEES³**

| |
|---|---|---|

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MF-6/15/2020_12:30pm-bps

6/14/2020

#00000000-0000-0000-0000-000000000000
## General & administrative

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<th>Description</th>
<th>Amount</th>
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<tr>
<td>Subtotal Developer Fees</td>
<td>15.27%</td>
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<tr>
<td></td>
<td>$2,672,600</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>15.00%</td>
</tr>
<tr>
<td></td>
<td>$2,101,000</td>
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<table>
<thead>
<tr>
<th>RESERVES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>70,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>529,571</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>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$599,571</td>
</tr>
<tr>
<td><strong>$0</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>$0</strong></td>
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</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.*

## TOTAL HOUSING DEVELOPMENT COSTS

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<th>Description</th>
<th>Amount</th>
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<td>$0</td>
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<tr>
<td></td>
<td>$16,108,130</td>
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</tbody>
</table>

The following calculations are for HTC Applications only.

### Deduct From Basis:

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

#### Total Eligible Basis

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>$0</td>
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<tr>
<td></td>
<td>$16,108,130</td>
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</tbody>
</table>

#### **High Cost Area Adjustment (100% or 130%)**

<table>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td>$20,940,569</td>
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### Applicable Fraction

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<td></td>
<td>100%</td>
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### Total Qualified Basis

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<tbody>
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<tr>
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<td>$0</td>
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<td>$20,940,569</td>
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### Applicable Percentage

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<tr>
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<td>9.00%</td>
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</table>

### Credits Supported by Eligible Basis

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<tbody>
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<td></td>
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<tr>
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<td>$0</td>
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<td></td>
<td>$1,884,651</td>
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### Credit Request (from 17.Development Narrative)

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</thead>
<tbody>
<tr>
<td></td>
<td>$1,810,000</td>
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</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:** Justin Gregory

**Phone Number for Contact:** (513) 964-1152

**If a revised form is submitted, date of submission:** 6/11/2020
## 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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan/Equity Amount</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term (Yrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication Rate</td>
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### Debt

<table>
<thead>
<tr>
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<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan/Equity Amount</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
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<tr>
<td>Term (Yrs)</td>
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<tr>
<td>Syndication Rate</td>
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### Multifamily Direct Loan

<table>
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<tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>Loan/Equity Amount</td>
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<td>$0</td>
<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Amort -ization (Yrs)</td>
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<td></td>
<td></td>
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<tr>
<td>Term (Yrs)</td>
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<td>Syndication Rate</td>
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### Multifamily Direct Loan Const. Only (Repayable)

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<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Loan/Equity Amount</td>
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<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
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<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Term (Yrs)</td>
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<td>Syndication Rate</td>
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### Multifamily Direct Loan Const. to Perm. (Repayable)

<table>
<thead>
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<th>Permanent Period</th>
<th>Lien Position</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
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</tr>
<tr>
<td>Loan/Equity Amount</td>
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<td>0.00%</td>
<td>$0</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
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<td></td>
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<tr>
<td>Term (Yrs)</td>
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</tr>
<tr>
<td>Syndication Rate</td>
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</table>

### Bank of America, N.A.

**Conventional Loan**

<table>
<thead>
<tr>
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<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>Interest Rate (%)</td>
</tr>
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<td></td>
<td></td>
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<td>$5,750,000</td>
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<td>Interest Rate (%)</td>
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<td></td>
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<tr>
<td>Amort -ization (Yrs)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Term (Yrs)</td>
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<td></td>
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</tr>
<tr>
<td>Syndication Rate</td>
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### Third Party Equity

**HTC**

<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,810,000</td>
<td>5.00%</td>
<td>$1,701,230</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
<td></td>
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<tr>
<td>Amort -ization (Yrs)</td>
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<tr>
<td>Term (Yrs)</td>
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</tr>
<tr>
<td>Syndication Rate</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Grant

**City of Dallas- Line of Credit**

<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500</td>
<td>1.00%</td>
<td>$500</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
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<tr>
<td>Term (Yrs)</td>
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</tr>
<tr>
<td>Syndication Rate</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**§11.9(d)(2)LPS Contribution**

<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500</td>
<td>1.00%</td>
<td>$500</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
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<td></td>
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<tr>
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<tr>
<td>Term (Yrs)</td>
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<tr>
<td>Syndication Rate</td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

**Deferred Developer Fee**

<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,248,839</td>
<td>0.00%</td>
<td>$187,770</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Term (Yrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication Rate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Other

**Direct Loan Match**

<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,248,839</td>
<td>0.00%</td>
<td>$187,770</td>
</tr>
<tr>
<td>Interest Rate (%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amort -ization (Yrs)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Term (Yrs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication Rate</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

<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>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$22,950,569</td>
<td>$22,950,569</td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds**: $22,950,569

**Total Uses of Funds**: $22,950,570
**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.

<table>
<thead>
<tr>
<th>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).</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bank of America (BofA)</strong> will provide the construction loan for Highpoint at Wynnewood in the amount of $20,000,000. The construction loan interest rate will be 5.00% with a 24 month term. BofA will have a first lien deed of trust on the land and improvements. BofA will provide the permanent loan (first lien position) in the amount of $5,750,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. Timing will be contingent on BofA processing due diligence necessary for the commitment and financing closing. The equity will be advanced from BofA in the amount of $17,012,299. The exact amount may be adjusted based on adjusters as to be completely defined in the final closing documents. The syndication proceeds are based on a price of $.94 per dollar of tax credits, use of the 9% rate, a 130% basis boost, and a 99.99% interest, applied to the projected allocation of $1,810,000. Timing will be contingent on BofA processing due diligence necessary for the commitment and financing closing.</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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Telephone:</strong></td>
<td><strong>Email address:</strong></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]

---

2/28/2020
Bank of America (BofA) will provide the construction loan for Highpoint at Wynnewood in the amount of $20,000,000. The construction loan interest rate will be 5.00% with a 24 month term. BofA will have a first lien deed of trust on the land and improvements. BofA will provide the permanent loan (first lien position) in the amount of $5,750,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. Timing will be contingent on BofA processing due diligence necessary for the commitment and financing closing. The equity will be advanced from BofA in the amount of $17,012,299. The exact amount may be adjusted based on adjusters as to be completely defined in the final closing documents. The syndication proceeds are based on a price of $.94 per dollar of tax credits, use of the 9% rate, a 130% basis boost, and a 99.99% interest, applied to the projected allocation of $1,810,000. Timing will be contingent on BofA processing due diligence necessary for the commitment and financing closing. Any shortfall between the sources and uses of funds will be filled by the developer deferring a portion of the developer fee to make the development financially feasible. The payment of the developer note will be based on the development's cash flow and will not bear interest. It is anticipated that the deferred developer fee (currently projected at $187,770) will be paid prior to the term of 15 years from the development's placed in service date. The City of Dallas will provide a $500 line of credit available during construction and permanent periods, with a 1.00% interest rate, repayable upon expiration of the TDHCA LURA.
## 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Bank of America, N.A.</td>
<td>Conventional Loan</td>
<td>$20,000,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of America, N.A.</td>
<td>HTC</td>
<td>$1,810,000</td>
<td>$1,701,230</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Dallas- Line of Credit</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>MVAH Development LLC-Auxano Dev</td>
<td>$1,248,839</td>
<td>$187,770</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $22,950,569 | $22,950,569 |
| Total Uses of Funds    | $22,950,569 | $22,950,569 |
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.

Bank of America (BofA) will provide the construction loan for Highpoint at Wynnewood in the amount of $20,000,000. The construction loan interest rate will be 5.00% with a 24 month term. BofA will have a first lien deed of trust on the land and improvements. BofA will provide the permanent loan (first lien position) in the amount of $5,750,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. Timing will be contingent on BofA processing due diligence necessary for the commitment and financing closing. The equity will be advanced from BofA in the amount of $17,012,299. The exact amount may be adjusted based on adjusters as to be completely defined in the final closing documents. The syndication proceeds are based on a price of $.94 per dollar of tax credits, use of the 9% rate, a 130% basis boost, and a 99.99% interest, applied to the projected allocation of $1,810,000. Timing will be contingent on BofA processing.

The replacement reserve for Highpoint at Wynnewood will be $250/unit annually and will be utilized for repairing and maintaining capital improvements on the development site. Specifically relating to maintaining a quality affordable housing community that will be a benefit to the citizens of Texas.

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.

There is a Section 8 HAP Contract in place for project-based assistance currently identified for the portion of the existing Parks at Wynnewood (Parks) which will be demolished and replaced with the newly constructed Highpoint at Wynnewood. An application to HUD for the demolition of existing units and transfer of HAP assistance from the demolished units to the new units is required. The projected timeframe for the application process is ~6 months, and the owner will apply upon receipt of an award in July 2020 in order to accommodate a closing in the first quarter of 2021. The application is expected to be approved because the proposed development constitutes a third phase under the HUD-approved revitalization plan for Parks.

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

Thomas Barry
Printed Name
02/28/2020
Date

Telephone: 980-386-2131
Email address: thomas.f.barry@bofa.com

If a revised form is submitted, date of submission: 2/27/2020
Financial Capacity, Owner Equity, and Loan-to-Cost Requirements
[10 TAC §13.8(c)(8) and (9) and/or 10 TAC §11.204(7)(C) as applicable]

Financial Capacity (10 TAC §13.8(c)(8))
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**
- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and
- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))
As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td></td>
<td>#DIV/0!</td>
</tr>
</tbody>
</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 Dallas**

- [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))

- [ ] Eligible Pro-Forma and letter stating the Development is financially feasible. 0

- [x] Eligible Pro-Forma and letter stating Development **and** Principals are acceptable. 26

**Total Points Claimed:** 26

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI: 10.83%

- HTC funding request as a percent of Total Housing Development Cost: 7.89%

**Eligibility for points:**

- [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding 0

- Housing Tax Credit Request 3

- Housing Tax Credit Request 2

- Housing Tax Credit Request 1

*Be sure no more than 50% of Developer fees are deferred.*

**Total Points Claimed:** 3
February 20, 2020

Darren Smith
S Zang, LP
8506 Carrie Lane
Rowlett, TX 75089

Re: Conditional Funding Commitment
TDHCA Application no. 20310
Highpoint at Wynnewood

Dear Mr. Smith:

This letter represents the Office of Economic Development’s conditional funding commitment to support eligible pre-development and development costs for the above referenced property subject to the terms and conditions listed below. The City of Dallas (“City”) affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. **APPLICANT:** S Zang, LP

2. **TOTAL FUNDING AMOUNT:** $500

3. **TERMS:** The $500 line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn by Applicant. The line of credit must be repaid in full on expiration or termination of the Texas Department of Housing and Community Affairs (TDHCA) land use restriction agreement.

4. **COMMITMENT CONDITIONS:** This commitment to fund the line of credit described herein is conditioned upon Applicant or its affiliate receiving an award of 2020 9% Housing Tax Credits by TDHCA. This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by Applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2020 award of tax credits from TDHCA.

This commitment shall not be transferable or assignable by the Applicant or to any other party.
Should you have any questions, please do not hesitate to call.

CITY OF DALLAS  
OFFICE OF ECONOMIC DEVELOPMENT

Sincerely,

[Signature]

Courtney Pogue, Director  
Office of Economic Development  
Authorized Official of the City of Dallas
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
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.

<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 $1,248,528</td>
<td>$1,273,499</td>
<td>$1,298,969</td>
<td>$1,324,948</td>
<td>$1,351,447</td>
<td>$1,429,107</td>
<td>$1,647,406</td>
<td></td>
</tr>
<tr>
<td>Secondary Income $14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME $1,262,928</td>
<td>$1,288,187</td>
<td>$1,313,950</td>
<td>$1,340,229</td>
<td>$1,367,034</td>
<td>$1,509,316</td>
<td>$1,666,407</td>
<td></td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss $(94,720)</td>
<td>$(96,614)</td>
<td>$(98,546)</td>
<td>$(100,517)</td>
<td>$(102,528)</td>
<td>$(113,199)</td>
<td>$(124,981)</td>
<td></td>
</tr>
<tr>
<td>Rental Concessions $0</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME $1,168,208</td>
<td>$1,191,573</td>
<td>$1,215,404</td>
<td>$1,239,712</td>
<td>$1,264,506</td>
<td>$1,396,117</td>
<td>$1,541,426</td>
<td></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)

Thomas Barry
Printed Name
02/28/2020
Date

Thomas Barry
Printed Name
02/28/2020
Date

If a revised form is submitted, date of submission: 2/28/2020
February 24, 2020

VIA EMAIL

Michael Riechman
MVAH Partners
5950 Fairview Road, Suite 402
Charlotte, NC 28210
michael.riechman@mvahpartners.com

Re: Highpoint at Wynnewood

Dear Mr. Riechman:

Bank of America is pleased to provide this letter in support of the proposed Highpoint at Wynnewood Apartment development. This letter does not represent a firm commitment by the Bank for the financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be considered. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank's internal approval process. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence and underwriting of the loan. An outline of the proposed terms is as follows:

Project: To be constructed 120 unit multi-family rental development, known as Highpoint at Wynnewood Apartments, located in Dallas, TX. Proposed financing sources include Federal Low Income Housing Tax Credits and Bank financing, and rents will target tenants with maximum incomes of 60% of AMI utilizing the income averaging set aside.

Borrower: TBD — form and substance of Borrower must be acceptable to the Bank.

Loan Amounts: Based upon developer's preliminary underwriting, the amount of financing would be as follows.

- Construction loan - the lesser of 80% loan to value or $20,000,000;
  - Construction loan interest - 30 Day Libor plus 250 basis points.
  - Interest only payable monthly for 24 months
  - Commitment fee - one percent (1.0%) of the total Loan Commitment, payable at closing.
• Permanent loan – the lessor of 85% loan to value or $5,750,000;
  o The Bank estimates that, were the Note rate fixed as of the date of this letter, the
  rate would be approximately 6.00%.
  o For underwriting purposes the Bank assumed a rate of 6.00%.
  o Commitment fee - one percent (1.0%) of the total Loan Commitment, payable
  at closing.

Guarantor:
Based on a preliminary review of the credit worthiness of MVAH Partners and its Principals. At this time, Bank of America 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.

Fees and Expenses:
Borrower or guarantor will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to legal, environmental, front end costs and document review/inspections, and appraisal, regardless of whether the loan closes.

Reporting Requirements:
Annually: Borrower and Guarantors’ financial statements and covenant compliance.
Annually: Property budget inclusive of income, expenses and capital expenditures.
Monthly: Property operating statements, rent rolls, and rental summary report.

Collateral:
1) First Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Assignment of rents and leases, and management, construction, and architectural contracts, etc.

Other Requirements:
All of the following to be acceptable to the Bank according to standards for loans of this type including, but not limited to: appraisal, ESA, legal documentation, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans and specifications, condition of markets and submarkets, revenue and expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination (as applicable), proof of all other funding sources, and other terms and conditions as may be required.
Please review the above conditions and feel free to give me a call if you have questions or wish to discuss further. We appreciate the opportunity to provide you with this letter of support, and look forward to working with you on this and other projects providing affordable housing to our community.

Sincerely,

[Signature]

Tom Barry
Senior Vice President
980.386.2131

Agreed and Accepted:

[Signature]

By: [Signature]
Name: Brian McCarty
Title: Authorized Signer
Date: 02/28/20
February 24, 2020

VIA EMAIL

Michael Riechman
MV AH Partners
5950 Fairview Road, Suite 402
Charlotte, NC 28210
michael.riechman@mvahpartners.com

Re: **Highpoint at Wynnewood**

Dear Mr. Riechman:

Bank of America is pleased to provide this letter in support of the proposed Highpoint at Wynnewood Apartment development. This letter does not represent a firm commitment by the Bank for the financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be considered. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence and underwriting of the loan. An outline of the proposed terms is as follows:

**Project:** To-be-constructed 120 unit multi-family rental development, known as Highpoint at Wynnewood Apartments, located in Dallas, TX. Proposed financing sources include Federal Low Income Housing Tax Credits and Bank financing, and rents will target tenants with maximum incomes of 60% of AMI utilizing the 40/60 aside.

**Borrower:** TBD — form and substance of Borrower must be acceptable to the Bank.

**Loan Amounts:** Based upon developer’s preliminary underwriting, the amount of financing would be as follows.

- Construction loan - the lesser of 80% loan to value or $20,000,000;
  - Construction loan interest - 30 Day Libor plus 250 basis points.
  - Interest only payable monthly for 24 months
  - Commitment fee - one percent (1.0%) of the total Loan Commitment, payable at closing.
• Permanent loan – the lessor of 85% loan to value or $5,750,000;
  o Term 30 years (360 months); Amortization 30 years (360 months)
  o The Bank estimates that, were the Note rate fixed as of the date of this letter, the rate would be approximately 6.00%.
  o For underwriting purposes the Bank assumed a rate of 6.00%.
  o Commitment fee - one percent (1.0%) of the total Loan Commitment, payable at closing.

  o The attached 15-year pro forma was prepared by the Applicant for Highpoint at Wynnewood located in Dallas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Bank of America 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.

Guarantor:
Based on a preliminary review of the credit worthiness of MVAH Partners and its Principals. At this time, Bank of America 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.

Fees and Expenses:
Borrower or guarantor will pay all reasonable costs incurred by the Bank in connection with the loans including, but not limited to legal, environmental, front end costs and document review/inspections, and appraisal, regardless of whether the loan closes.

Reporting Requirements:
Annually: Borrower and Guarantors’ financial statements and covenant compliance.
Annually: Property budget inclusive of Income, expenses and capital expenditures.
Monthly: Property operating statements, rent rolls, and rental summary report.

Collateral:
1) First Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Assignment of rents and leases, and management, construction, and architectural contracts, etc.

Other Requirements:
All of the following to be acceptable to the Bank according to standards for loans of this type including, but not limited to: appraisal, ESA, legal documentation, title/survey, proposed standard lease form, front-end cost and document reviews and acceptance of final budget (includes adequate contingency, interest carry/operating deficit reserve, etc.), review of plans and specifications, condition of markets and submarkets, revenue and expenses pro-formas, financial review of Borrower, Guarantor, and general contractor, management agreement and subordination (as applicable), proof of all other funding sources, and other terms and conditions as may be required.
Please review the above conditions and feel free to give me a call if you have questions or wish to discuss further. We appreciate the opportunity to provide you with this letter of support, and look forward to working with you on this and other projects providing affordable housing to our community.

Sincerely,

[Signature]

Tom Barry
Senior Vice President
980.386.2131

Agreed and Accepted:

[Signature]

By: [Signature]
Name: Brian Mckean
Title: Authorized Signer
Date: 02/28/20
June 11, 2020

VIA EMAIL

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: Highpoint at Wynnewood

To whom it may concern:

The 15-year proforma signed by me on June 11th, 2020 is still consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Bank of America current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. Per my review of the Proforma signed by me on June 11th, 2020; there is not a significant change to the financial feasibility of the development per our underwriting standards and my approval of the financial feasibility of Highpoint at Wynnewood is unchanged from February 28th, 2020, when I signed the Proforma. The debt service for each year maintains no less than a 1.15 debt coverage ratio and my understanding is that any changes made to the Proforma were due to programmatic changes required by TDHCA.

Sincerely,

Tom Barry
Senior Vice President
980.386.2131
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.

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)

Thomas Barry
Printed Name
06/11/2020
Phone: 980-386-2131
Email: thomas.f.barry@bofa.com

Thomas Barry
Printed Name
06/11/2020

If a revised form is submitted, date of submission:

6/11/2020

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

6/11/2020

980-386-2131

thomas.f.barry@bofa.com
February 28th, 2020

MVAH Development LLC & Auxano Development LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

To All Those It May Concern,

MVAH Development LLC & Auxano Development LLC propose to defer, out of their portion of development fee, $187,770 (and $1,248,839 during the construction period) of total development fees as part of the financing for the new construction of Highpoint at Wynnewood in Dallas, Dallas County, Texas as described below:

Borrower: S Zang, LP
A Texas limited liability company
Deferred Development Fee Amount: $187,770 ($1,248,839 during construction period)
Interest Rate: 0.00%
Term: 12 years
Amortization: Repaid from available cash flow
Collateral: This deferral will be unsecured.
Conditions: This commitment is contingent upon the following:

1) Obtaining Housing Tax Credits from TDHCA
2) Obtaining building permits.

Sincerely,

Brian McGeady
MVAH Development LLC

Darren Smith
Auxano Development LLC
February 24, 2020

VIA EMAIL

Michael Riechman
MVAP Partners
5950 Fairview Road, Suite 402
Charlotte, NC 28210
michael.riechman@mvappartners.com

Re: Equity Letter of Interest Highpoint at Wynnewood Apartments (the “Project”)

Dear Mr. Riechman:

Thank you for providing Bank of America with the opportunity to review the Highpoint at Wynnewood Apartment project. This letter of interest is submitted in support of your application for Low Income Housing Tax Credits. Bank of America, N.A., is interested in a potential investment for the receipt of these tax credits.

Your proposal contemplates the construction of a 120-unit LIHTC development called Highpoint at Wynnewood Apartments. This affordable family rental community will offer twenty-eight (28) one bedroom units, seventy-four (74) two bedroom units and twenty-two (22) three bedroom units with six (6) market rate units. The affordability restrictions will be restricted to households earning 30%, 50% and 60% of the Area Median Income and six (6) market rate units. The project is located in:

Dallas, Texas.

We estimate that we will be able to provide $0.94 in equity for every dollar of Federal Low Income Housing Tax Credit. We intend to receive 99.99% of the credits generated by the Project. Based on our current projections, this will yield total equity of $17,012,299. Please note that we will re-evaluate our pricing 30 to 60 days before closing, and our pricing will reflect our yield and shareholder requirements as well as our anticipated ability to use the credits at that point in time.

In addition, please understand that this equity investment will be subject to acceptance of a Bank of America proposal for construction debt, verification of development information, and completion of our underwriting, due diligence and documentation. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.
Subject to underwriting, due diligence, and credit approval, the terms of the equity investment will include the following:

- Equity will be released as follows: 20% at Closing; 50% at Completion; 25% at stabilization/conversion and 5% at receipt of 8609.
- Project rents will be underwritten at a level no greater than 90% of market rents or 100% of LIHTC rents.
- Income to Expense, inclusive of reserves, of 1.15:1.00 or greater.
- Replacement Reserves of at least $250 per unit per year.
- Operating reserve of at least $530,000.
- A Lien Free Completion and Development Deficit Guaranty from MVAH Partners.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expense plus must pay debt service and reserves, for a term of 5 years following 12 consecutive months of breakeven operations, from MVAH Partners.
- A Tax Credit and Recapture Guaranty from MVAH Partners.
- Adjuster clauses for the delayed delivery or the reduction in credits.

Assumptions made in our analysis include:

- 2nd quarter 2020 closing
- 16 months to complete construction and 6 months to complete full lease-up and stabilization.
- Approximately $20.0 Million (24 month term) Construction Loan
- 30 year depreciation
- 2% income escalation/3% expense escalation/7% vacancy
- No syndication costs are expected as this is contemplated as a direct equity investment for Bank of America.
- A site visit has not been performed but is required prior to closing this investment.
- Bank of America is willing to comply with TDECA’s regulations in structuring this investment
- Bank of America acknowledges the amounts and terms of all other anticipated sources of funds.

Bank of America welcomes the opportunity to work with MVAH Partners ("MVAH"). We believe the project will provide critically needed affordable housing for high need populations in Charlotte, North Carolina and the development will benefit from your expertise in residential development.

The Bank has enjoyed an excellent relationship with MVAH. Throughout our relationship with your organization, we have found MVAH to be highly skilled and extremely dedicated to revitalizing communities. MVAH’s relationship with the Bank has been very successful because of the dedication that both organizations have to creating quality communities.
Please note that this is neither a commitment nor a letter of intent to invest, but simply an indication of our interest in pursuing this opportunity. We look forward to working with you on this exciting project.

Bank of America, N.A.

By: ___________________________

Tom Barry, Senior Vice President

Agreed and Accepted:

By: ___________________________
Name: Brian McKay
Title: Authorized Signer
Date: 02/18/20
February 24, 2020

VIA EMAIL

Michael Riechman
MV AH Partners
5950 Fairview Road, Suite 402
Charlotte, NC 28210
michael.riechman@mvahpartners.com

Re: Equity Letter of Interest Highpoint at Wynnewood Apartments (the “Project”)

Dear Mr. Riechman:

Thank you for providing Bank of America with the opportunity to review the Highpoint at Wynnewood Apartment project. This letter of interest is submitted in support of your application for Low Income Housing Tax Credits. Bank of America, N.A. is interested in a potential investment for the receipt of these tax credits.

Your proposal contemplates the construction of a 120-unit LIHTC development called Highpoint at Wynnewood Apartments. This affordable family rental community will offer thirty (30) one bedroom units, sixty-six (66) two bedroom units and twenty-four (24) three bedroom units with six (6) market rate units. The affordability restrictions will be restricted to households earning 30%, 50% and 60% of the Area Median Income and six (6) market rate units. The project is located in:

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We estimate that we will be able to provide $0.94 in equity for every dollar of Federal Low Income Housing Tax Credit. We intend to receive 99.99% of the credits generated by the Project. Based on our current projections, this will yield total equity of $17,012,299. Please note that we will re-evaluate our pricing 30 to 60 days before closing, and our pricing will reflect our yield and shareholder requirements as well as our anticipated ability to use the credits at that point in time.

In addition, please understand that this equity investment will be subject to acceptance of a Bank of America proposal for construction debt, verification of development information, and completion of our underwriting, due diligence and documentation. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.
Subject to underwriting, due diligence, and credit approval, the terms of the equity investment will include the following:

- Equity will be released as follows: 20% at Closing; 50% at Completion; 25% at stabilization/conversion and 5% at receipt of 8609.
- Project rents will be underwritten at a level no greater than 90% of market rents or 100% of LIHTC rents.
- Income to Expense, inclusive of reserves, of 1.15:1.00 or greater.
- Replacement Reserves of at least $250 per unit per year.
- Operating reserve of at least $530,000.
- A Lien Free Completion and Development Deficit Guaranty from MVAH Partners.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expense plus must pay debt service and reserves, for a term of 5 years following 12 consecutive months of breakeven operations, from MVAH Partners.
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- Adjuster clauses for the delayed delivery or the reduction in credits.

Assumptions made in our analysis include:

- 2\textsuperscript{nd} quarter 2020 closing
- 16 months to complete construction and 6 months to complete full lease-up and stabilization.
- Approximately $20.0 Million (24 month term) Construction Loan
- 30 year depreciation
- 2\% income escalation/3\% expense escalation/7\% vacancy
- No syndication costs are expected as this is contemplated as a direct equity investment for Bank of America.
- A site visit has not been performed but is required prior to closing this investment.
- Bank of America is willing to comply with TDHCA’s regulations in structuring this investment
- Bank of America acknowledges the amounts and terms of all other anticipated sources of funds.

Bank of America welcomes the opportunity to work with MVAH Partners (“MVAH”). We believe the project will provide critically needed affordable housing for high need populations in Charlotte, North Carolina and the development will benefit from your expertise in residential development.

The Bank has enjoyed an excellent relationship with MVAH. Throughout our relationship with your organization, we have found MVAH to be highly skilled and extremely dedicated to revitalizing communities. MVAH’s relationship with the Bank has been very successful because of the dedication that both organizations have to creating quality communities.
Please note that this is neither a commitment nor a letter of intent to invest, but simply an indication of our interest in pursuing this opportunity. We look forward to working with you on this exciting project.

Bank of America, N.A.

By: ____________________________

Tom Barry, Senior Vice President

Agreed and Accepted:

By: ____________________________

Name: Brian McElroy
Title: Authorized Signer
Date: 02/18/20
February 20, 2020

Darren Smith
S Zang, LP
8506 Carrie Lane
Rowlett, TX 75089

Re:    Conditional Funding Commitment
      TDHCA Application no. 20310
      Highpoint at Wynnewood

Dear Mr. Smith:

This letter represents the Office of Economic Development’s conditional funding commitment to support eligible pre-development and development costs for the above referenced property subject to the terms and conditions listed below. The City of Dallas (“City”) affirms and attests that any funds herein committed were not first provided to the City by the applicant, the developer, consultant, related party, or any individual or entity acting on behalf of the proposed applicant.

1. **APPLICANT:** S Zang, LP

2. **TOTAL FUNDING AMOUNT:** $500

3. **TERMS:** The $500 line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn by Applicant. The line of credit must be repaid in full on expiration or termination of the Texas Department of Housing and Community Affairs (TDHCA) land use restriction agreement.

4. **COMMITMENT CONDITIONS:** This commitment to fund the line of credit described herein is conditioned upon Applicant or its affiliate receiving an award of 2020 9% Housing Tax Credits by TDHCA. This commitment shall be deemed cancelled and void upon the event of any of the following: a) withdrawal of the application by Applicant, or b) upon TDHCA’s termination or cancellation, if any, of the application or subsequent tax credit award letter, or c) failure to receive a 2020 award of tax credits from TDHCA.

This commitment shall not be transferable or assignable by the Applicant or to any other party.
Should you have any questions, please do not hesitate to call.

CITY OF DALLAS
OFFICE OF ECONOMIC DEVELOPMENT

Sincerely,

[Signature]

Courtney Pogue, Director
Office of Economic Development
Authorized Official of the City of Dallas
WHEREAS, December 31, 1993, the City of Dallas executed a housing redevelopment loan agreement with WCH Limited Partnership, a Texas Limited Partnership, comprised of two parties: Wynnewood Community Housing Corporation and Nationsbank Community Development Corporation, in the amount of $1,080,000.00 for The Parks at Wynnewood; and

WHEREAS, on February 10, 2010, City Council authorized a modification to the policy for the acceptance of applications seeking City support for low income housing tax credits financing, when the State of Texas does not require direct City approval; and

WHEREAS, on February 24, 2010, City Council authorized support of the Wynnewood Seniors Housing Project; and

WHEREAS, on September 7, 2011, City Council authorized an amendment to a development loan agreement between the City and Bank of America CDC replacing funding of $1,500,000.00 with modification of the City loan to the project by forgiving $850,000.00 of the $2,193,750.00 balance of the loan in return for a $500,000.00 partial lump sum repayment and an agreement from the developer to repay the remaining $843,750.00 as a five year, 0% interest loan, collateralized with the 39.5 acres remaining in the Parks of Wynnewood site after completion of Phase I; and

WHEREAS, on June 13, 2012, the City requested to have the entire 48 acres of the Parks at Wynnewood Project site demolished over time to be developed in phases on a reduced footprint that will include a combination of both affordable multifamily housing and low-income senior housing units, working with the Council and the appropriate neighborhood groups, with Phase I being new construction of 140 housing units on approximately 8.5 acres, Phase II being new construction of 160 housing units on approximately 7 acres, Phase III being 160 housing units on approximately 5.5 acres and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, on February 27, 2013, City Council authorized a Resolution of Support for the Texas Department of Housing and Community Affair's ("TDHCA") 9% low-income housing tax credit allocation for Wynnewood Family Housing project located at 2048 South Zang Boulevard for the acquisition and new construction of the proposed 160-unit multifamily residential development for low income families; and
WHEREAS, on February 27, 2013, City Council authorized the City Manager, upon approval as to form by the City Attorney, to amend the terms of development loan agreement provided for the Parks at Wynnewood located at 1910 Argentia Drive, contingent upon the award of 2013 9% Low Income Housing Tax Credits ("LIHTC"), to: (1) forgive $425,000.00 of the Current balance of the loan and (2) the liability for the $425,000.00 will be assumed by the Wynnewood Family Housing, LP and WCH Limited Partnership will be released from liability on the $425,000.00, and such assumption and release took place on June 26, 2014 and the forgiveness took place on June 26, 2014; and

WHEREAS, on April 8, 2015, City Council adopted the Wynnewood Urban Design Guide by Resolution No. 15-0703, after a public hearing; and

WHEREAS, February 22, 2017, City Council authorized a Resolution of Support for the TDHCA 9% low-income housing tax credit allocation for Wynnewood Senior Housing II Project located at 1805 South Zang Boulevard; and

WHEREAS, the various developers and applicant entities associated with the redevelopment of the Parks at Wynnewood and previous 9% low-income housing tax credit ("HTC") allocations have completed 160 units of affordable multifamily units for families and 140 units of affordable multifamily units for seniors at the redevelopment site; and

WHEREAS, such plan was adopted by the city council on April 8, 2015 by Resolution No. 15-0703, as amended; and

WHEREAS, on June 12, 2019, City Council amended the Comprehensive Housing Policy to amend the policy regarding Resolutions of Support or No Objection by Resolution No. 19-0884; and

WHEREAS, the Comprehensive Housing Policy provides a policy for developers requesting a Resolution of Support or No Objection (Resolutions) for multifamily rental housing developments seeking HTC through the TDHCA; and

WHEREAS, S Zang, LP or its affiliate, ("Applicant") has proposed the acquisition and redevelopment of a mixed-income multifamily complex to be known as HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street in the City of Dallas, Texas; and

WHEREAS, the development is part of a Concerted Revitalization Plan ("CRP") area more specifically outlined in the Wynnewood Urban Design Guide and the Comprehensive Housing Policy, as amended, as the Wynnewood Redevelopment Reinvestment Strategy Area ("RSA"); and
WHEREAS, such plan was adopted by the City Council on May 9, 2018, by Resolution No. 07-1805, as amended; and

WHEREAS, the Applicant proposes to redevelop 120 units, to include 30 1-bedroom, 66 2-bedroom, and 24 3-bedroom; and will include amenities; and

WHEREAS, upon completion of the redevelopment, the Applicant proposes to make 13 of the 120 units available to households earning 0%-30% of Area Median Income (“AMI”), 49 of the 120 units available to households earning between 31%-50% of AMI, 52 of the 120 units available to households earning between 51%-60% of AMI, and 6 market rate units; and

WHEREAS, the Applicant has advised the City that it submitted a pre-application to the TDHCA for 2020 9% Competitive HTC for the proposed acquisition and redevelopment of a property to be known as HighPoint at Wynnewood (TDHCA #20310); and

WHEREAS, the expenditure of Public/Private Partnership funds supporting this development project is consistent with the City’s revised Public/Private Partnership Guidelines and Criteria; and

WHEREAS, pursuant to Section 11.9 of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of Support to the Applicant for the 2020 9% Competitive HTC application for HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas, acting through its Governing Body, hereby confirms that it supports the proposed development by S Zang, LP, or its affiliate to be located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224, the development’s application for 2020 9% HTC, and any allocation by the TDHCA of 2020 9% HTC for the proposed development.

SECTION 2. That the City Manager or their designee is hereby authorized to execute an amended and restated redevelopment loan agreement with S Zang, LP or its affiliate, approved as to form by the City Attorney, for the construction of the proposed development. The amended and restated agreement will have the following terms:

a. Line of credit requirements for $500.00:
   1. Applicant must be awarded 2020 9% HTC by TDHCA; and
   2. The line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn; and
SECTION 2. (continued)

3. The line of credit may be repaid at any time but must be repaid in full on expiration or termination of the Land Use Restriction Agreement recorded by TDHCA.

b. Amendments to the project requirements
   1. (a) require the Applicant to obtain 2020 9% LIHTC for the HighPoint at Wynnewood Apartments; (b) extend the timeline for completion by 10 years, to 2027; (c) extend the maturity date by 10 years, to 2027; (d) lower the number of units to be built from 160 to 120; (e) require a 15 year affordability period to be enforced by deed restrictions applicable to the Highpoint at Wynnewood project and subordinate to TDHCA land use restrictions; (f) allow for the forgiveness of the remaining balance of $418,750.00 upon satisfaction of the loan terms and (g) require the Applicant to provide onsite classes for adults, career development/job training, annual health fairs, and a one-time set aside in the amount of $50,000.00 for social services, as consideration to the City for such amendments.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $500.00 to from Public/Private Partnership Fund, Fund 0352, Department ECO, Unit P151, Object 3015, Activity PPPF, Encumbrance/Contract No ECO-2020-00012959, Vendor VC21115, in accordance with this resolution.

SECTION 4. That the Chief Financial Officer is hereby authorized to set up a Receivable Balance Sheet Account in Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet 033F and a Deferred Revenue Balance Sheet, Account 0898, in the amount of $500.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to receive, accept and deposit loan payments from S Zang, LP or affiliate in Public/Private Partnership Fund, Fund 0352, Department ECO, Principal Revenue Code 847G and Interest Revenue Code 847H, and debit Balance Sheet 0001 (Cash); as well as debit Deferred Revenue Balance Sheet Account 0888 and credit Receivable Balance Sheet Account 033F.

SECTION 6. That this formal action has been taken to put on record the opinion expressed by the City of Dallas on February 26, 2020, and that for and on behalf of the Governing Body, the Mayor or City Manager, or their designee, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

SECTION 7. That this resolution affirms that the above-named development has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Wynnewood Urban Design Guide and the City’s Comprehensive Housing Policy as the Wynnewood Redevelopment RSA.
SECTION 8. That the City, upon approval as to form by the City Attorney, may (1) release its lien upon compliance with all loan terms or upon payment by Applicant of the $418,750.00 and the deed restrictions may be released upon compliance with its terms in accordance with this resolution or full payment of the loan amount ($418,750.00) and (2) subordinate its lien to any interim or permanent financing so long as City’s lien is in no lower than third position.

SECTION 9. That the Director of the Office of Economic Development may extend some or all deadlines in this resolution for up to a one year period, as determined in its sole discretion.

SECTION 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.
U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

ONE-YEAR TERM

OMB Control #2502-0567

"Public reporting burden for the collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract
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U.S Department of Housing And Urban Development
Office of Housing

Project-Based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

ONE-YEAR TERM

1 CONTRACT INFORMATION

PROJECT

Section 8 Project Number: TX16E000019

Section 8 Project Number of Expiring Contract: TX16E000019

FHA Project Number (if applicable): N/A

Project Name: Parks at Wynnewood Apts, aka the Wynnewood Gardens

Project Description: 1910 Argentia, Dallas, TX 75224

Dallas County

TYPE OF RENEWAL

☐ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).

☐ Check this box for a project renewed at exception rents under Section 524(b) of MAHRA
PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator  *

Southwest Housing Compliance Corporation

Address of Contract Administrator

1124 South IH 35
Austin, TX 78704

Name of Owner  5

WCH Limited Partnership

Address of Owner

901 Main Street 20th Floor
Dallas, TX, 75202

2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal contract begins on 7/1/2019⁶ and shall run for a period of one year.

b Execution of the Renewal Contract by the Contracts Administrator is an obligation by HUD of $30,000,⁷ an amount sufficient to provide housing assistance payments for approximately 1⁸ month of the Renewal Contract term.

c HUD will provide additional funding for the remainder of the Renewal Contract term subject to availability of sufficient appropriations. When such appropriations are available, HUD will
obligate additional funding and provide the Owner written
notification of (i) the amount of such additional funding, and (ii) the
approximate period of time within the Renewal Contract term to
which it will be applied.

3 DEFINITIONS

AGC. Annual contributions contract.

Contract rent. The total monthly rent to owner for a contract unit,
including the tenant rent (the portion of rent to owner paid by the assisted
family).

Contract units. The units in the Project which are identified in Exhibit A
by size and applicable contract rents.

HAP contract. A housing assistance payments contract between the
Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including
changes in HUD regulations and other requirements during the term of the
Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act
1384), as amended.

PHA. Public housing agency (as defined and qualified in accordance with
the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the
Expanding Contract (as determined in accordance with section 5 of the
Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C.
1437f)
4 RENEWAL CONTRACT

a Parties

(1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).

(2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will end prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

(1) The purpose of the Renewal Contract is to renew the expiring contract for a one-year term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing
decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

(1) Identification of contract units by size and applicable contract rents;

(2) The amount of the monthly contract rents;

(3) Contract rent adjustments; and

(4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.
6 CONTRACT RENT

a Contract rents

Throughout the Renewal Contract term, the contract rent for each bedroom size (number of bedrooms) shall be the contract rent amount listed in Exhibit A of the Renewal Contract.

b No rent adjustments

There shall be no adjustment of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.

b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.
10  STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11  PHA DEFAULT

a  This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.

b  If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12  EXCLUSION OF THIRD-PARTY RIGHTS

a  The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.

b  The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
c If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

a Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.

b A party shall give notice at the other party’s address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party’s designated address.
SIGNATURES

Contract Administrator (HUD or PHA)

Name of Contract Administrator
Southwest Housing Compliance Corporation

By: ________________________________

Signature of Authorized representative

Michael Cummings, Vice President
Name and Official Title

Date: ________________________________

8/12/2019

U.S. Department of Housing and Urban Development

By: ________________________________

Signature of Authorized representative

Christie Newhouse, Fort Worth Asset Management Division Director
Name and Official Title

Date: ________________________________

8/15/2019

Owner
WCH Limited Partnership (DUNS No.: 966629214)

By: John Pool, WCH, LP
Signature of Authorized representative

John Pool, Vice President
Name and Official Title

Date: ________________________________

8/15/19
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")

BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16E000019
FHA Project Number (if applicable): N/A

Effective Date of the Rent Increase (if applicable): 7/1/2019

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>2 BR</td>
<td>$631</td>
<td>$167</td>
<td>$798</td>
</tr>
<tr>
<td>4</td>
<td>3 BR</td>
<td>$789</td>
<td>$194</td>
<td>$983</td>
</tr>
<tr>
<td>26</td>
<td>4 BR</td>
<td>$1,163</td>
<td>$254</td>
<td>$1,417</td>
</tr>
</tbody>
</table>

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:
NOTIFICATION OF SECTION 8 CONTRACT
RENTS AND FUNDING

For: ☑ Subsequent Renewal

Section 8 Contract Number: TX16E000019
Expires on: 8/31/2019

Owner Name: WCH Limited Partnership

Project Name: Parks at Wynnewood Apts, aka the Wynnewood Gardens

Project Location: 1910 Argentia, Dallas, TX 75224

FHA Project No.: N/A
DUNS Number: 966629214

Section 8 Number: TX16E000019
Rent Effective Date: 7/1/2019

FUNDING

BUDGET AUTHORITY INCREASE: $30,000

Contract/Renewal Effective Date: 7/1/2019
Expiration Date: 6/30/2020

(Signature)

Tammy Fotinos
(Printed Name)

Director of Contracts
(Official Title)
8/12/2019
(Date)
Rent Schedule
Low Rent Housing

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

See Page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

FHA Project Number: TX16E000019

Parks at Wynnewood Apts, aka the Wynnewood Gardens

7/1/2019

Part A - Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

<table>
<thead>
<tr>
<th>Col. 1 Unit Type</th>
<th>Col. 2 Number of Units</th>
<th>Col. 3 Rent Per Unit</th>
<th>Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)</th>
<th>Col. 5 Utility Allowances</th>
<th>Col. 6 Gross Rent (Col. 3 + Col. 5)</th>
<th>Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 BR</td>
<td>52</td>
<td>$631</td>
<td>$32,812</td>
<td>$167</td>
<td>$796</td>
<td>$0</td>
</tr>
<tr>
<td>3 BR</td>
<td>4</td>
<td>$789</td>
<td>$3,156</td>
<td>$194</td>
<td>$983</td>
<td>$0</td>
</tr>
<tr>
<td>4 BR</td>
<td>26</td>
<td>$1,163</td>
<td>$30,238</td>
<td>$254</td>
<td>$1,417</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Units 82

Monthly Contract Rent Potential (Add Col. 4)* $66,206

Monthly Market Rent Potential (Add Col. 8)* $0

Yearly Contract Rent Potential (Col. 4 Sum x 12)* $794,472

Yearly Market Rent Potential (Col. 8 Sum x 12)* $0

*These amounts may not exceed the Maximum Allowable Rent Potential on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies to Section 236 Projects.

Part B - Items Included in Rent Part

Equipment/Furnishings in Unit (Check those included in rent.)
- Range
- Dishwasher
- Refrigerator
- Carpet
- Air Conditioner
- Drapes
- Disposal
- Mini Blinds

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item) E=electric; G=Gas; F=fuel oil or coal.
- Heating E
- Hot Water E
- Lights, etc. E
- Cooling E
- Cooking E
- Water/Sewer

Services/Facilities (check those included in rent)
- Parking
- Trash Removal
- Nursing Care
- Laundry Facilities
- Playground
- Linen/Maid Service
- Swimming Pool
- Tennis Courts

Part C - Charges In Addition to Rent (e.g., parking, cable TV, meals)

Purpose Monthly Charge
N/A

Part D - Non-Revenue Producing Space

<table>
<thead>
<tr>
<th>Col. 1 Use</th>
<th>Col. 2 Unit Type</th>
<th>Col. 3 Contract Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Rent Loss Due to Non-Revenue Units $0

Part E - Commercial Space (retail, offices, garages, etc.)

<table>
<thead>
<tr>
<th>Col. 1 Use</th>
<th>Col. 2 Monthly Rent Potential</th>
<th>Col. 3 Square Footage (Col. 2 Divided by Col. 3)</th>
<th>Col. 4 Rental Rate Per Sq. Ft. (Col. 2 Divided by Col. 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Commercial Rent $0

Part F - Maximum Allowable Rent Potential

Enter Maximum Allowable Rent Potential if Rent Computation Worksheet is to be completed by HUD or London.

Previous editions are obsolete

Page 1 of 3

form HUD-92458 (11/05)

ref Handbook 4350.1
Part G - Information on Mortgagor Entity

Name of Entity
WCH Limited Partnership

Type of Entity
☑ Limited Partnership

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title
Banc of America, CDC Special Holding Co. - General Partner

Name and Title
Wynnewood Community Housing Corp. - General Partner

Name and Title
Banc of America Community Development Corp. - Limited Partner

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H - Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accommodation herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title
John Pool
WCH Limited Partnership

Authorized Official's Signature

Date (mm/dd/yyyy)

8/5/19

Part I - HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

HAP Contract Number
TX16E000019

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

Exhibit Number

Michael Cummings, Vice President

Loan Servicer Signature

8/12/2019
Self Score Total: 121

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
   - [X] Yes

   If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

   If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab

   [X] Yes

   The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   | Ownership Interest: 51.000% |
   | Cash flow from operations: 10.000% |
   | Developer Fee: 15.000% |
   | Total: 76.00% (Must equal at least 50% regardless of structure) |

   [X] Yes

   The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

   [X] Yes

   A detailed narrative describing how that material participation will be achieved is included.

   [X] Yes

   The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

   [X] Yes

   A detailed narrative describing experience in each category is included.

Mark all that apply

- [ ] Property Management
- [X] Construction
- [X] Development
- [X] Financing
- [ ] Compliance

[ ] No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

[ ] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

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: 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmbssearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
MATERIAL PARTICIPATION PLAN

Background

S Zang, LP, a Texas limited partnership (the “Partnership”), will own and operate a housing tax credit residential rental project located in Dallas, Dallas County, Texas, to be known as Highpoint at Wynnewood (the “Project”). S Zang GP, LLC, a Texas limited liability company (“General Partner”) will serve as the General Partner of the Partnership. MV AH Development LLC, Banc of America Community Development Corporation, and Auxano Development LLC (“Co-Developers”) will enter into a development agreement with the Partnership to provide development services for the Project. Auxano Development LLC, a Texas limited liability company (“HUB”) is a historically underutilized business that will materially participate in the development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership is applying for points (the “Sponsor Characteristics Points”) under Section 11.9(B)(2) of the 2020 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the “TDHCA”). This Material Participation Plan sets forth the role of the HUB in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to the HUB.

Material Participation

During the Compliance Period (as defined in Section 42(i) of the Internal Revenue Code), the HUB (or its successor) shall materially participate in the development and operation of the Project. The HUB shall devote such time and effort as necessary to assist the Developer in the development of the Project and such time and effort as necessary to operate the Project. During the development of and throughout the Compliance Period for the Project, the HUB shall maintain its Certification with the Texas Comptroller of Public Accounts as a HUB.

1. Development of the Project. The HUB will engage in the following activities during the development phase of the Project:

   (i) advise the Developer regarding the design of the Project;

   (ii) review the Project’s plans and specifications;

   (iii) assist in the selection of architects and consultants with respect to the development and construction of the Project;

   (iv) assist in obtaining construction financing for the Project; and

   (v) assist in obtaining all local approvals and permits necessary for the construction of the Project.

2. Construction of the Project. The HUB shall engage in the following activities during the construction phase of the Project:
(i) review the submission of construction loan draw requests to the construction lender;

(ii) attend construction progress meetings with the contractor and/or subcontractors;

(iii) review any changes to the Project sources and uses;

(iv) review any changes to the Project completion schedule;

(v) attend meetings with sources of financing, including the construction lender.

3. **Operation of the Project.** The HUB will materially participate in all aspects of operating the Project throughout the Compliance Period, including the following services:

   (i) determine the housing needs of low income families, and the manner in which the Project can be developed in a cost-effective manner to serve such needs;

   (ii) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting low-income families, and advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;

   (iii) consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;

   (iv) obtain information from and consult with low income tenants in the Project as to services which might be provided to such tenants by the Partnership;

   (v) obtain information from and consult with residents concerning social and educational services from the community which might be provided at the Project;

   (vi) ensure that the Project is developed and operated as a low-income housing project in accordance with Section 42 of the Code and in compliance with TDHCA rules and regulations;

   (vii) assist the Developer in securing funding for the Project;

   (viii) assist in supervising the management agent for the overall day-to-day management of the Project;

   (ix) review the annual operating budget for the Project;

   (x) review any changes to the Project’s marketing plan or management plan; and
(xi) perform all of its duties as the General Partner of the Partnership as set forth in the partnership agreement with the equity investor.

Ownership, Cash Flow, and Developer Fee

The share of ownership by the HUB will be 51% of the general partner interest in the Partnership. The overall ownership interests in the Partnership will be 99.99% by the investor limited partner and 0.01% by General Partner.

The share of cash flow from operations to be allocated to the HUB will be no less than 10%.

The HUB’s share of the developer fee will be no less than 15%.

In no event will the combination of ownership, cash flow from operations, and developer fee shares be less than 50%. In no event will the percentage share for each of these categories (ownership, cash flow, developer fee) be less than 5%.

Conclusion

The HUB will materially participate in major decisions regarding the development, construction, and operation of the Project. It will serve as 51% General Partner and a Co-Developer. The Partnership will allocate ownership interests in the general partner, cash flow shares, and developer fee splits to the HUB that total at least 50%. The share for each of these categories will be at least 5%. At all times the HUB will materially participate and obtain meaningful compensation in the Project. A resume for the HUB is attached to this Material Participation Plan.
Developer Services Agreement
BACDC – 40%
MVAH – 45%
AD – 15% - Manager

S Zang LP

S Zang GP, LLC
.01%

BACDC – LP
99.99%

MVAH GP
24.5%

Auxano GP
51%

BACDC GP
24.5%

Development Structure
S ZANG, LP
December 2019
[** Shows Control]
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Developer Qualifications

Darren W. Smith – MBA
8506 Carrie Lane, Rowlett Texas 75089
Phone: (214) 501-5720
Email: darren.smith@auxanodevelopment.com

CAREER HISTORY AND HIGHLIGHTS

Auxano Development, LLC. HUB/MBE – Rowlett, Texas
Established Sept 2018 – current
Managing Member

Auxano Development was established in 2018 as a Historically Underutilized Business and a Minority Business Enterprise for the general purpose of facilitating real estate development. As managing member, I anticipate utilizing my 20+ years of real estate development experience to be additive in enhancing the real estate development landscape. My experience allows Auxano to positively influence developments including but not limited to:

- Multi-family Housing
- New Construction
- Acquisition Rehabilitation Housing
- Senior Housing
- Commercial Office
- Medical Office
- Faith Based Financing & Construction

MVAH Partners – Rowlett, Texas
Real Estate Development Services
June 2018 – current

Bank of America (Community Development Corp) – Dallas, Texas
SVP – Senior Equity Manager/Real Estate Development
December 2005 – June 2018

Executed more than $320 million in total development cost of multi-family housing projects throughout the bank’s footprint. These projects included traditional bank financing, HUD, Freddie, Fannie, LIHTC, and loan assumptions. The development process included site selection, site contract negotiations, entitlements and zoning changes, negotiations with all third-party professionals. Most recently have opened new development markets for the bank through the creation of JV relationships and partnerships with local municipalities. These relationships provide for approximately $600 Million in multi-family and master-planned development opportunities. Other key accomplishments include:

- Demonstrated ability to efficiently create alternative development strategies to assist in delivering projects on time, within budget, and return yields.
- Financially restructured over $100 million in development projects to create cash flow or reduce financing restrictions/covenants.
- Prepared and delivered successful presentations on various development opportunities for approval by all levels of executive management including local and state governmental offices.
- Key facilitator in developing the policy & structure in which BACDC operates its development group.
Paramount Financial Group, Inc (GMACCH) – Granville, Ohio
August 2001 – Nov 2005

**SVP – Real Estate Development**

Financially underwrote more than $750 million in total development cost of multi-family affordable housing projects. These projects included bank financing, HUD, Freddie, Fannie, LIHTC and both tax exempt & taxable bond financing. I created co-developed relationships for more than $200 million of multi-family housing projects. The development process included site selection, land contract negotiations, entitlements and zoning changes, negotiations with all third-party consultants, general contractor and architect qualification and selection as well as all financing aspects for each transaction. While managing the relationships with various co-development partners I also coordinated a team of both internal and external legal counsel, project construction managers, and on-site owner’s representatives. Other key accomplishments include:

- Simultaneously managed development projects in Washington D.C., Texas, Virginia, as well as a portfolio of development opportunities throughout California.
- Demonstrated ability to deliver projects on time, within budget, and yield.
- Played key role in development of the New Market Tax Credit financing program for the GMAC Commercial Holdings Capital Corp. enterprise.
- Prepared and delivered successful presentations on various development opportunities for approval by all levels of executive management.
- Experienced in Section 42 – Affordable Housing Development including Tax-Exempt Bond Financing, HOME funds, CDBG funds, and city & county subordinate funds.

**EDUCATION**

**Miami University**, Oxford, Ohio
- MBA, Finance

**St. Mary of the Plains College**, Dodge City, Kansas
- BA, Accounting with emphasis in Business Administration

**The Ohio State University – Fisher College of Business**, Columbus, Ohio
- Executive Education

**COMMUNITY INVOLVEMENT**

- Board Member – Economic Developer Director – GSWBCC
- Board Member - Dallas Community Development Partnership
- Founder & Board Member – Metroplex Education of Youth Sports
- Coach - Garland Pee Wee Football
- Coach – Dallas Braves Baseball
- Coach & Management – Citius Baseball Organization
- Various community volunteer events and services
## Development History

<table>
<thead>
<tr>
<th>Total Project Cost</th>
<th>Units</th>
<th>Type</th>
<th>Construction Type</th>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Year</th>
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<td>$5,000,000</td>
<td>50,000 SQFT</td>
<td>New Construction</td>
<td>Unity Resource Center</td>
<td>Columbus</td>
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<td>Acquisition/Rehab</td>
<td>Audubon Apartments</td>
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<td>Willows Apartments</td>
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<td>TX</td>
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<td>220 Family</td>
<td>Acquisition/Rehab</td>
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<td>New Construction</td>
<td>Horizons at Morgan Hills</td>
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<td>CA</td>
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<td>Rehab</td>
<td>Crossings at Morgan Hills</td>
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<td>Crossings on 29th Street</td>
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<td>CA</td>
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<td>Demo/New Construction</td>
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<td>140 Seniors</td>
<td>Demo/New Construction</td>
<td>HighPoint Seniors</td>
<td>Dallas</td>
<td>TX</td>
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<td>160 Family</td>
<td>Demo/New Construction</td>
<td>HighPoint Family</td>
<td>Dallas</td>
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<td>Demolition - Master Planner</td>
<td>Crosby Creek Apartments</td>
<td>Carrollton</td>
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<td>Demolition - Master Planner</td>
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<td>$53,700,000</td>
<td>144 Family</td>
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<td>Las Cortes Apartments</td>
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<td>$58,900,000</td>
<td>120 Family</td>
<td>Pipeline High Certificate</td>
<td>Las Cortes II Apartments</td>
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<td>60 Veterans</td>
<td>Pipeline High Certificate</td>
<td>Windsor</td>
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<td>Pipeline High Certificate</td>
<td>Cathedral City Veterans Village</td>
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## Project Capital Stack Restructuring

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<tr>
<th>Total Stack</th>
<th>Units</th>
<th>Type</th>
<th>Method</th>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Year</th>
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<tr>
<td>$6,300,000</td>
<td>220 Family</td>
<td>Loan Refinance</td>
<td>Asbury Park Apartments</td>
<td>Houston</td>
<td>TX</td>
<td>2007</td>
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<tr>
<td>$7,700,000</td>
<td>216 Family</td>
<td>Bond Purchase/Rehire</td>
<td>Aswan Village Apartments</td>
<td>Miami</td>
<td>FL</td>
<td>2007</td>
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<td>$3,100,000</td>
<td>68 Family</td>
<td>Loan Pay down</td>
<td>Historic Ellison</td>
<td>Kansas City</td>
<td>KS</td>
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<td>$10,950,000</td>
<td>325 Family</td>
<td>Loan Refinance</td>
<td>Northwood</td>
<td>Houston</td>
<td>TX</td>
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<td>$15,200,000</td>
<td>220 Family</td>
<td>Fannie Forward/Refinance</td>
<td>The Orchards</td>
<td>Kansas City</td>
<td>KS</td>
<td>2007</td>
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<td>$7,700,000</td>
<td>192 Family</td>
<td>Bond Purchase/Refinance</td>
<td>Greenwood Apartments</td>
<td>Clearwater</td>
<td>FL</td>
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<td>$22,100,000</td>
<td>190 Family</td>
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<td>Sycamore Green Apartments</td>
<td>Charlotte</td>
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<td>$15,100,000</td>
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<td>62 Family</td>
<td>Participation Restructure</td>
<td>Vine Street</td>
<td>Kansas City</td>
<td>KS</td>
<td>2008</td>
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</table>
Experience:

Auxano Development, LLC (Auxano) was organized as a Texas limited liability company in 2018 for the purposes of (i) engaging in consulting services, development and management of real estate, and (ii) registering and participating as a historically underutilized business (HUB) and as a minority, small business enterprise (MWBE) in jurisdictions where Auxano conducts business. Auxano is a HUB registered and authorized to do business as such with the Texas Comptroller of Public Accounts. Since its formation, Auxano has provided consulting services, finance and development expertise in the affordable housing arena, with a particular focus on developments financed with low income housing tax credit equity. Darren Smith, sole managing member of Auxano, has significant experience in housing operation, financing, construction and compliance in Texas, and formed Auxano as a vehicle for the development of affordable housing within the City of Dallas and surrounding areas.

Material Participation:

Auxano will materially participate in Highpoint at Wynnewood (Development) and the operation of the Development throughout the applicable Compliance Period. Specifically, Auxano serves as a manager of and a member holding a 51% ownership interest in S Zang GP, LLC (General Partner), the general partner of S Zang, LP (Development Owner). In this capacity, Auxano will be in a position to exercise control over the Development Owner and, in turn, the Development. Auxano will receive 10% of cash flow from operations of the Development. Furthermore, Auxano will serve as a co-developer of the Development, earning 15% of the developer fee, and will be integrally involved in the construction, development, and compliance aspects of the Development.

By: [Signature]

Darren Smith, Managing Member

Date: February 25, 2020
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.

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
HIGHPOINT AT WYNNEWOOD OWNERSHIP ORGANIZATIONAL CHART

[** Ability to Exercise Control]

S ZANG, LP
A Texas Limited Partnership
Project Owner
EIN: 84-4408369

S ZANG GP, LLC **
A Texas Limited Liability Company
Manager - Managed
General Partner - 0.01%
EIN: 84-4875895

Auxano Development, LLC **
A Texas Limited Liability Company and HUB
Manager and 51.00% Member
EIN: 83-1758340

Darren Smith**
100% Managing Member

MVAH Holding LLC **
A Georgia Limited Liability Company
Manager and 24.50% Member
EIN: 82-3736407

MVAH Partners LLC**
A Georgia Limited Liability Company
100% Sole Member
EIN: 82-3746970

Michael Riechman **
50% Managing Member

Brian McGeady **
50% Managing Member

Banc of America Community Development Corporation **
A North Carolina Corporation
Manager and 24.50% Member
EIN: 56-1762616

Banc of America Community Development Corporation
A North Carolina Corporation
Initial Limited Partner - 99.99% (to be replaced with Syndicator)
EIN: 56-1762616

Kathy Krickhahn, Senior Vice President - 0.0%
Brian Heide, President - 0.0%
Brian K. Tracey, Director - 0.0%
Brian Heide, Director - 0.0%
Maria Barry, Director - 0.0%

Kathy Krickhahn, Senior Vice President - 0.0%
Brian Heide, President - 0.0%
Brian K. Tracey, Director - 0.0%
Brian Heide, Director - 0.0%
Maria Barry, Director - 0.0%
WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION

This Written Consent of the Board of Directors of Banc of America Community Development Corporation (the "Corporation"), is executed this 28th day of January, 2020, in accordance with the provisions of § 55-8-21 of the North Carolina Business Corporation Act.

WHEREAS, the Corporation wishes to facilitate an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 9% Housing Tax Credits to partially finance the construction of Highpoint at Wynnewood, a proposed 120-unit rental apartment facility for General Population to be located in Dallas, Dallas County, Texas (the "Project"); and

WHEREAS, the Corporation will benefit from obtaining an allocation of Housing Tax Credits because the Corporation will have a managing member interest in the General Partner of S Zang, LP, the Project owner; and

WHEREAS, due to the need to respond quickly in connection with the application process and in connection with any allocation of Housing Tax Credits that might be made to the Project, the Board of Directors wishes to empower each of Brian Heide, President of the Corporation and a Director, and Kathy Krickhahn, a Senior Vice President of the Corporation, to make all decisions on behalf of the Corporation which relate to the Project, the application for 9% Housing Tax Credits, and the relationship between the Corporation and (i) MVAH Holding LLC, a Georgia limited liability company; and (ii) Auxano Development, LLC, a Texas limited liability company; which are partnering in the development of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Corporation, acting in its corporate capacity, hereby authorizes and directs Brian Heide, President and Kathy Krickhahn, Senior Vice President of the Corporation, each acting alone, without the necessity of joinder by the other or any other person, to undertake all authority and control over the Project on behalf of the Board of Directors, effective as of the date of this Written Consent and continuing until December 31, 2020, when this authorization shall expire, unless extended by the Board of Directors. The authority herein granted shall include the authority to negotiate with the TDHCA, to execute any and all contracts, agreements, documents, instruments and amendments thereof (collectively, the "Documents") in such form and with such provisions as Brian Heide and/or Kathy Krickhahn may deem appropriate in order to apply for and, if obtained, to preserve a 9% Tax Credit allocation for the development of the Project, all without further instruction from the Board of Directors of the Corporation; and the Board of Directors hereby cedes all its control over the Project to Brian Heide and/or Kathy Krickhahn during the term of this resolution; and it is further
RESOLVED that the execution and delivery by either Brian Heide as President or Kathy Krickhahn as a Senior Vice President, of the Corporation, of any of the aforesaid Documents authorized in the foregoing resolution and the taking by said Brian Heide and/or Kathy Krickhahn of any acts in any way related to the transactions contemplated by the foregoing resolutions and such other Documents shall be conclusive evidence of such person’s approval thereof and of his or her authority to execute and deliver such Documents and to take and perform such acts in the name and on behalf of the Corporation, without joinder by any other person and without application to the Board of Directors for further instructions or authority; and it is further

RESOLVED that the Corporation finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit the Corporation; and it is further

RESOLVED that these resolutions shall expire upon December 31, 2020 unless otherwise extended by this Board, or upon the earlier termination of the Corporation’s employment of either Brian Heide or Kathy Krickhahn for any reason, this resolution shall expire as to the terminated person only.

EXECUTED by the undersigned members of the Board of Directors, effective on the date shown above.

Maria Barry, Director

Brian Heide, Director

Brian K. Tracey, Director
RESOLVED that the execution and delivery by either Brian Heide as President or Kathy Krickhahn as a Senior Vice President, of the Corporation, of any of the aforesaid Documents authorized in the foregoing resolution and the taking by said Brian Heide and/or Kathy Krickhahn of any acts in any way related to the transactions contemplated by the foregoing resolutions and such other Documents shall be conclusive evidence of such person’s approval thereof and of his or her authority to execute and deliver such Documents and to take and perform such acts in the name and on behalf of the Corporation, without joinder by any other person and without application to the Board of Directors for further instructions or authority; and it is further

RESOLVED that the Corporation finds the actions authorized by these resolutions may reasonably be expected to directly or indirectly benefit the Corporation; and it is further

RESOLVED that these resolutions shall expire upon December 31, 2020 unless otherwise extended by this Board, or upon the earlier termination of the Corporation’s employment of either Brian Heide or Kathy Krickhahn for any reason, this resolution shall expire as to the terminated person only.

EXECUTED by the undersigned members of the Board of Directors, effective on the date shown above.

Maria Barry, Director

[Signature]

Brian Heide, Director

[Signature]

Brian K. Tracey, Director
HIGHPOINT AT WYNNEWOOD DEVELOPER ORGANIZATIONAL CHART

**MVAH Development LLC**
A Georgia Limited Liability Company
Co-Developer: 45% developer fee
EIN: 82-3736327

**MVAH Partners LLC**
A Georgia Limited Liability Company
100% Sole Member
EIN: 82-3746970

**Auxano Development, LLC**
A Texas Limited Liability Company and HUB
Co-Developer: 15% developer fee
EIN: 83-1758340

**Banc of America Community Development Corporation**
A North Carolina Corporation
Co-Developer: 40% developer fee
EIN: 56-1762616

**Michael Riechman**
50% Managing Member

**Brian McGeady**
50% Managing Member

**Darren Smith**
100% Managing Member

**Kathy Krickhahn, Senior Vice President - 0.0%**
Brian Heide, President - 0.0%
Brian K. Tracey, Director - 0.0%
Brian Heide, Director - 0.0%
Maria Barry, Director - 0.0%
HIGHPOINT AT WYNNEWOOD GUARANTOR ORGANIZATIONAL CHART

MVAH Partners LLC
A Georgia Limited Liability Company
EIN: 82-3746970

Michael Riechman
50% Managing Member

Brian McGeady
50% Managing Member
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.

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<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>5 Zang, LP</th>
<th>Address: 901 Main Street, 20th Floor</th>
<th>City: Dallas</th>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>No</td>
<td>Date formed: 2/28/2020</td>
<td>Legal Org is or will be: Limited Partnership</td>
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<td></td>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 6362661243</td>
<td>Email: <a href="mailto:kathy.c.krickhahn@bofa.com">kathy.c.krickhahn@bofa.com</a></td>
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<th>Address: 8506 Carrie Lane</th>
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<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 2143163107</td>
<td>Email: <a href="mailto:darren.smith@auxanodevelopment.com">darren.smith@auxanodevelopment.com</a></td>
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<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 6362661243</td>
<td>Email: <a href="mailto:kathy.c.krickhahn@bofa.com">kathy.c.krickhahn@bofa.com</a></td>
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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: 

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TDHCA Experience: 

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2/28/2020
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<th>Organization Legal Name:</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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#### Name(s) of Entities the Organization Owns or Controls:

<table>
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<th>Entity Name</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</thead>
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#### 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. TDHCA Experience:
   - TDHCA Experience:
   - TDHCA Experience:
2. TDHCA Experience:
   - TDHCA Experience:
   - TDHCA Experience:
3. TDHCA Experience:
   - TDHCA Experience:
   - TDHCA Experience:
4. TDHCA Experience:
   - TDHCA Experience:
   - TDHCA Experience:
5. TDHCA Experience:
   - TDHCA Experience:
   - TDHCA Experience:
6. TDHCA Experience:
   - TDHCA Experience:
   - TDHCA Experience:
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
To create blank Previous Participation Forms, right-click the "39 Previous Participation Form" tab. In the pop-up menu, click "Move or Copy". In the next pop-up menu, click "(move to end)", checkmark the "Create a copy" box at the bottom left of the menu, and click "OK". This will create a copy of the tab that allows conversion into Acrobat as a single-page pdf file.

The Previous Participation Form of each person or organization should be converted to pdf as a single page that contains the entire form. Only if TDHCA properties are so numerous that their number demands it, should the one page format be exceeded. All entries on the form must be legible.
## 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).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>S Zang, LP/applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:kathy.c.krickhahn@bofa.com">kathy.c.krickhahn@bofa.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Dallas, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>S Zang, LP</td>
</tr>
</tbody>
</table>

### 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 program.

Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
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</table>

### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>TBRA</th>
<th>HOME:</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>Self-Help</th>
<th>DR</th>
<th>HRA</th>
<th>SFD</th>
<th>NSP</th>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Other:</th>
<th>Other:</th>
</tr>
</thead>
</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).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>S Zang GP, LLC/general partner</th>
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</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:kathy.c.krickhahn@bofa.com">kathy.c.krickhahn@bofa.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Dallas, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
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</tbody>
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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.

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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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Person/Role: MVAH Development LLC
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, Ohio
Applicant Legal Name: S Zang, 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.

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Person/Role: MVAH Holding LLC
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, Ohio
Applicant Legal Name: S Zang, LP

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<td>Fort Worth</td>
<td>HTC</td>
<td>Aug-13</td>
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<tr>
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<td>Nolanville</td>
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<td>New Braunfels</td>
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<td>Sep-15</td>
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<td>Whitehouse</td>
<td>HTC, HOME</td>
<td>Dec-16</td>
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</table>

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Other:

Other:

4839-0799-6342.v1
Previous Participation Form

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| Person/Role: | MVAH Partners LLC |
| Email Address: | justin.gregory@mvahpartners.com |
| City & State of Home Addr: | West Chester, Ohio |
| Applicant Legal Name: | S Zang, LP |

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### Previous Participation Form

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Person/Role: Brian McGeady
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, Ohio
Applicant Legal Name: S Zang, LP

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Person/Role: 
Darren Smith-managing member of Auxano Development, LLC (member/manager of GP, co-developer)

Email Address: 
darren.smith@auxanodevelopment.com

City & State of Home Addr: 
Rowlett, Texas

Applicant Legal Name: 
S Zang, LP

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Person/Role: 
Banc of America Community Development Corporation- member/manager of GP, co-developer

Email Address: 
kathy.c.krickhahn@bofa.com

City & State of Home Addr: 
Dallas, Texas

Applicant Legal Name: 
S Zang, LP

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**Person/Role:** Brian Heide- President/Director of Banc of America CDC (manager of GP and co-developer)

**Email Address:** brian.heide@bofa.com

**City & State of Home Addr:** Dallas, Texas

**Applicant Legal Name:** S Zang, LP

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Person/Role: Kathy Krickhahn- Senior VP of Banc of America CDC (manager of GP and co-developer)

Email Address: kathy.c.crickhahn@bofa.com

City & State of Home Addr: Dallas, Texas

Applicant Legal Name: S Zang, LP

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Person/Role: Maria Barry - Board Member of Banc of America Community Development Corporation

Email Address: kathy.c.crickhahn@bofa.com

City & State of Home Addr: Dallas, Texas

Applicant Legal Name: S Zang, LP

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Person/Role:  
**Brian K. Tracey - Board Member of Banc of America Community Development Corporation**

Email Address:  
kathy.c.crickhahn@bofa.com

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### Nonprofit Participation

**0 Nonprofit Set-Aside (Competitive HTC Applications Only)**

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box, the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.
- By selecting this box, the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
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<th>Organization Name:</th>
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<tbody>
<tr>
<td>Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?</td>
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<tr>
<td>If no to the question above, what is its current legal status?</td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
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<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
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</tbody>
</table>

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - If “Yes”, will this nonprofit organization Control the Applicant?
   - What is the ownership percentage of this nonprofit organization?

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - If "Yes," explain:

---

Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organization's participation in the Application and naming all members of the board and employees who may act on its behalf.
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Nonprofit Supporting Documents Should be Included Behind this Tab

Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

- A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
  - indicating the Board's awareness of the organization's participation in each specific Application, and
  - naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- Nonprofit Participation exhibit as provided in the Application

- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant
  (not applicable to Tax-Exempt Bond Developments)

- Certification regarding Board member residence
  (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

- IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

- Explanation of basis of nonprofit status if not 501(c)(3) or (4)

- Nonprofit Participation exhibit
### 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>MVAH Development LLC</th>
<th>Justin Gregory</th>
<th>(513) 964-1152</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>Yes</td>
</tr>
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</table>

*This is a direct or indirect, financial, or other interest with Applicant or other team members*.

#### Housing General Contractor:

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<th>Contact Name</th>
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#### Infrastructure General Contractor:

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#### Cost Estimator:

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#### Architect:

<table>
<thead>
<tr>
<th>Arrive Architecture Group, LLC</th>
<th>Marc Tolson</th>
<th>(817) 514-0584</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:marc@arriveag.com">marc@arriveag.com</a></td>
<td>TBD</td>
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<td>No</td>
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*This is a direct or indirect, financial, or other interest with Applicant or other team members*.
| Engineer:  
| N/A | Contact Name | Phone |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Civil Engineer:  
| BGE, Inc. | David A. Greer, P.E. | (817) 842-2094 |
| david@bannister-engineering.com | TBD | 26-2781372 |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Market Analyst:  
| Apartment MarketData Inc. | Darrell G. Jack | (210) 530-0040 |
| djack@stic.net | TBD | 20-3964988 |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Appraiser:  
| Ryan, Harman, Friedel Co. | Stephen F. Ryan | (214) 340-9449 |
| sfr@rhfco.com | TBD | 75-2671522 |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Attorney:  
| Coats Rose, P.C. | Tamea Dula | (713) 653-7322 |
| tdula@coatsrose.com | TBD | 76-0294490 |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

| Accountant:  
<p>| Novogradac &amp; Company | George Littlejohn | (512) 349-3211 |
| <a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a> | TBD | 94-3108253 |
| Email | Proposed Fee | Tax ID Number (TIN) |
| Certified Texas HUB? | No |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |</p>
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<tr>
<td>Bank of America, N.A.</td>
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<tr>
<td>Name: Tom Barry</td>
</tr>
<tr>
<td>Phone: (980) 386-2131</td>
</tr>
<tr>
<td>Email: <a href="mailto:thomas.f.barry@baml.com">thomas.f.barry@baml.com</a></td>
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<tr>
<td>Republic Title of Texas, Inc.</td>
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**Application Consultant:**

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**Scope and Cost Review (formerly PCA) Provider:**

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**Preservation Consultant:**

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Development Team Members – Explanation of Interests

Developers:

- Auxano Development, LLC, a Texas limited liability company, will serve as a manager of and hold a 51% interest in the General Partner; will be entitled to 15% of developer fee.
- Banc of America Community Development Corporation, a North Carolina corporation, will serve as a manager of and hold a 24.5% interest in the General Partner; will be entitled to 40% of developer fee.
- MVAH Development LLC, a Georgia limited liability company, is owned 100% by MVAH Partners LLC (the Cost Estimator, guarantor and sole member of manager of General Partner); will be entitled to 45% of developer fee.

Cost Estimator: MVAH Partners LLC serves as the guarantor of the Development, as sole member of MVAH Holding LLC (a manager and 24.5% member of the General Partner), and as sole member of MVAH Development LLC (one of three co-developers). Special Limited Partner in the Applicant with an ownership interest of 0.005%.
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.
Engineer/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 CFR 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 CFR 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 Act of 1973 and implemented at 24 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), 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 33671) 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) certify that the requirements of Section 504 of the Rehabilitation Act Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

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) 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

January 8, 2020
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301, and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov't Code §2306.6742(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage of the Development is 105,980 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 155,398 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov't Code §§2306.6722 and 2306.6730.

By:

Signature

02/27/2020

Date

J. Marc Tolson, AIA

Printed Name

TX #19211

License Number and State

ARKIVE Architecture Group

Firm Name (if applicable)
Engineer/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 CFR 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 CFR 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 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), 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) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov't Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

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) 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), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

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If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage of the Development is **105,980** square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is **49,418** square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By:

Signature

02/27/2020

Date

J. Marc Tolson, AIA

Printed Name

TX #19211

License Number and State

ARRIVE Architecture Group

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 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 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(h)(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(h)(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)

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.
January 17, 2018

Mr. Brian McGeady
9349 Waterstone Boulevard, Suite 200
Cincinnati, Ohio 45249

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. McGeady:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
January 30, 2017

Mr. Darren W. Smith
c/o Tamea A. Dula, Coats Rose, P.C.
9 Greenway Plaza, suite 1100
Houston, Texas 77046

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Smith:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ....

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
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></th>
<th>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</td>
<td>5 Zang, LP</td>
<td>No</td>
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<tr>
<td>2</td>
<td>5 Zang GP, LLC</td>
<td>No</td>
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<td>3</td>
<td>Banc of America Community Development Corporation</td>
<td>Yes, Submit Part II</td>
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<tr>
<td>4</td>
<td>Auxano Development, LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>5</td>
<td>MVHAH Holding LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>6</td>
<td>MVHAH Development LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>7</td>
<td>Brian McGeady</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>8</td>
<td>Michael Riechman</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>9</td>
<td>Kathy Krickhahn</td>
<td>No</td>
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<td>10</td>
<td>Brian Heide</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Darren Smith</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>12</td>
<td>MVHAH Partners LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>13</td>
<td>Maria Barry</td>
<td>No</td>
</tr>
<tr>
<td>14</td>
<td>Brian K. Tracey</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  [Date: 02/28/20]  Its: [Authorized Signer]
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form

Which is:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round:

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Andrews Townhomes</td>
<td>3U</td>
<td>Arlington</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
<tr>
<td>Highpoint at Wynnewood</td>
<td>3U</td>
<td>Dallas</td>
<td>12.50%</td>
<td>22.50%</td>
</tr>
<tr>
<td>Reserve at Sulphur Springs</td>
<td>4R</td>
<td>Sulphur Springs</td>
<td>37.50%</td>
<td>42.50%</td>
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I acknowledge that Brian McGeady is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate.

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Michael Riechman

Printed Name

Date: 2/28/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Brian McGeady

Which is:  
☒ the Applicant [Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.]  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☐ a Developer for the Applicant for this specific Application  
☐ an Affiliate to the Applicant  
 ☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By:  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate): Brian McGeady  
Printed Name: Brian McGeady  
Date: 02/20/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: [Signature] Darren Smith

Which is: ✓ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor or the Application

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I acknowledge that [Signature] Brian McGeady is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By [Signature] [Signature] Darren Smith

Printed Name

Date 02/28/26

2/9/2026
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: MVAH Development LLC

Which is:
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☒ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate, or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>St. Andrew Townhomes</td>
<td>3U</td>
<td>Arlington</td>
<td>0.00%</td>
<td>85.00%</td>
</tr>
<tr>
<td>I-Height at Wynnewood</td>
<td>3U</td>
<td>Dallas</td>
<td>0.00%</td>
<td>45.00%</td>
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<td>Reserve at Sulphur Springs</td>
<td>4R</td>
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<td>0.00%</td>
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I acknowledge that Brian McGadoy is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate, or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate, or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature] MVAH Development LLC
Printed Name: [Printed Name] Date: 02/29/20

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
Part II. Credit Limit Certification

Instructions:

Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  

☒ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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☐ a Guarantor on the Application  

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

MVAH Holding LLC  

Printed Name  

Date  

02/01/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: 

MVAH Partners LLC

Which is:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [] a Developer for the Applicant for this specific Application
- [] an Affiliate to the Applicant
- [] a Guarantor on the Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] MVAH Partners LLC

Printed Name

Date: 02/29/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1(a) must complete this form.

Name and role of Person or Entity completing this form: Auxano Development, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
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Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate.

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Auxano Development, LLC

Printed Name

02/28/20

Date

2/9/2020
## Community Input Scoring Items

### 1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

- **Resolution(s) of either "no objection" or "support" is included behind this tab.**
  - Points Requested: 17
  - Name of Local Government Body: City of Dallas
  - Name of Local Government Body (if applicable): **Note that resolutions are due February 28, 2020**

### 2. Quantifiable Community Participation - §11.9(d)(4)

- **Application expects to receive QCP points.**
  - Points Requested: 8
  - **Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

### 3. Input from State Representative - §11.9(d)(5)

- **Letter of either support, neutrality, or opposition is included behind this tab.**
  - Points Requested: 8
  - OR
    - Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
    - Points Requested: **
    - **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

### 4. Input from Community Organizations - §11.9(d)(6)

- **Applicant has included one or more letters of support or opposition behind this tab.**
  - Points Requested: 4
  - A. Buckner Children and Family Services, Inc.
    - Name of Community Organization: Cheryl Williams
    - Contact Name: Support
    - B. CitySquare Housing
      - Name of Community Organization: Chad Baker
      - Contact Name: Support
  - 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

**Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**
WHEREAS, December 31, 1993, the City of Dallas executed a housing redevelopment loan agreement with WCH Limited Partnership, a Texas Limited Partnership, comprised of two parties: Wynnewood Community Housing Corporation and Nationsbank Community Development Corporation, in the amount of $1,080,000.00 for The Parks at Wynnewood; and

WHEREAS, on February 10, 2010, City Council authorized a modification to the policy for the acceptance of applications seeking City support for low income housing tax credits financing, when the State of Texas does not require direct City approval; and

WHEREAS, on February 24, 2010, City Council authorized support of the Wynnewood Seniors Housing Project; and

WHEREAS, on September 7, 2011, City Council authorized an amendment to a development loan agreement between the City and Bank of America CDC replacing funding of $1,500,000.00 with modification of the City loan to the project by forgiving $850,000.00 of the $2,193,750.00 balance of the loan in return for a $500,000.00 partial lump sum repayment and an agreement from the developer to repay the remaining $843,750.00 as a five year, 0% interest loan, collateralized with the 39.5 acres remaining in the Parks of Wynnewood site after completion of Phase I; and

WHEREAS, on June 13, 2012, the City requested to have the entire 48 acres of the Parks at Wynnewood Project site demolished over time to be developed in phases on a reduced footprint that will include a combination of both affordable multifamily housing and low-income senior housing units, working with the Council and the appropriate neighborhood groups, with Phase I being new construction of 140 housing units on approximately 8.5 acres, Phase II being new construction of 160 housing units on approximately 7 acres, Phase III being 160 housing units on approximately 5.5 acres and the remaining net acreage of the original 48 acres planned for residential/commercial/retail development; and

WHEREAS, on February 27, 2013, City Council authorized a Resolution of Support for the Texas Department of Housing and Community Affair’s (“TDHCA”) 9% low-income housing tax credit allocation for Wynnewood Family Housing project located at 2048 South Zang Boulevard for the acquisition and new construction of the proposed 160-unit multifamily residential development for low income families; and
WHEREAS, on February 27, 2013, City Council authorized the City Manager, upon approval as to form by the City Attorney, to amend the terms of development loan agreement provided for the Parks at Wynnewood located at 1910 Argentia Drive, contingent upon the award of 2013 9% Low Income Housing Tax Credits ("LIHTC"), to: (1) forgive $425,000.00 of the Current balance of the loan and (2) the liability for the $425,000.00 will be assumed by the Wynnewood Family Housing, LP and WCH Limited Partnership will be released from liability on the $425,000.00, and such assumption and release took place on June 26, 2014 and the forgiveness took place on June 26, 2014; and

WHEREAS, on April 8, 2015, City Council adopted the Wynnewood Urban Design Guide by Resolution No. 15-0703, after a public hearing; and

WHEREAS, February 22, 2017, City Council authorized a Resolution of Support for the TDHCA 9% low-income housing tax credit allocation for Wynnewood Senior Housing II Project located at 1805 South Zang Boulevard; and

WHEREAS, the various developers and applicant entities associated with the redevelopment of the Parks at Wynnewood and previous 9% low-income housing tax credit ("HTC") allocations have completed 160 units of affordable multifamily units for families and 140 units of affordable multifamily units for seniors at the redevelopment site; and

WHEREAS, such plan was adopted by the city council on April 8, 2015 by Resolution No. 15-0703, as amended; and

WHEREAS, on June 12, 2019, City Council amended the Comprehensive Housing Policy to amend the policy regarding Resolutions of Support or No Objection by Resolution No. 19-0884; and

WHEREAS, the Comprehensive Housing Policy provides a policy for developers requesting a Resolution of Support or No Objection (Resolutions) for multifamily rental housing developments seeking HTC through the TDHCA; and

WHEREAS, S Zang, LP or its affiliate, ("Applicant") has proposed the acquisition and redevelopment of a mixed-income multifamily complex to be known as HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street in the City of Dallas, Texas; and

WHEREAS, the development is part of a Concerted Revitalization Plan ("CRP") area more specifically outlined in the Wynnewood Urban Design Guide and the Comprehensive Housing Policy, as amended, as the Wynnewood Redevelopment Reinvestment Strategy Area ("RSA"); and
WHEREAS, such plan was adopted by the City Council on May 9, 2018, by Resolution No. 07-1805, as amended; and

WHEREAS, the Applicant proposes to redevelop 120 units, to include 30 1-bedroom, 66 2-bedroom, and 24 3-bedroom; and will include amenities; and

WHEREAS, upon completion of the redevelopment, the Applicant proposes to make 13 of the 120 units available to households earning 0%-30% of Area Median Income (“AMI”), 49 of the 120 units available to households earning between 31%-50% of AMI, 52 of the 120 units available to households earning between 51%-60% of AMI, and 6 market rate units; and

WHEREAS, the Applicant has advised the City that it submitted a pre-application to the TDHCA for 2020 9% Competitive HTC for the proposed acquisition and redevelopment of a property to be known as HighPoint at Wynnewood (TDHCA #20310); and

WHEREAS, the expenditure of Public/Private Partnership funds supporting this development project is consistent with the City's revised Public/Private Partnership Guidelines and Criteria; and

WHEREAS, pursuant to Section 11.9 of the Qualified Allocation Plan and Chapter 2306 of the Texas Government Code, the City desires to provide a Resolution of Support to the Applicant for the 2020 9% Competitive HTC application for HighPoint at Wynnewood located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas, acting through its Governing Body, hereby confirms that it supports the proposed development by S Zang, LP, or its affiliate to be located at 1805 South Zang Boulevard or 1911 Pratt Street, Dallas, Texas 75224, the development's application for 2020 9% HTC, and any allocation by the TDHCA of 2020 9% HTC for the proposed development.

SECTION 2. That the City Manager or their designee is hereby authorized to execute an amended and restated redevelopment loan agreement with S Zang, LP or its affiliate, approved as to form by the City Attorney, for the construction of the proposed development. The amended and restated agreement will have the following terms:

a. Line of credit requirements for $500,000:
   1. Applicant must be awarded 2020 9% HTC by TDHCA; and
   2. The line of credit will have an interest rate of 1%. Interest will not be incurred or accrue until and unless funds are drawn; and
SECTION 2. (continued)

3. The line of credit may be repaid at any time but must be repaid in full on expiration or termination of the Land Use Restriction Agreement recorded by TDHCA.

b. Amendments to the project requirements

1. (a) require the Applicant to obtain 2020 9% LIHTC for the HighPoint at Wynnewood Apartments; (b) extend the timeline for completion by 10 years, to 2027; (c) extend the maturity date by 10 years, to 2027; (d) lower the number of units to be built from 160 to 120; (e) require a 15 year affordability period to be enforced by deed restrictions applicable to the Highpoint at Wynnewood project and subordinate to TDHCA land use restrictions; (f) allow for the forgiveness of the remaining balance of $418,750.00 upon satisfaction of the loan terms and (g) require the Applicant to provide onsite classes for adults, career development/job training, annual health fairs, and a one-time set aside in the amount of $50,000.00 for social services, as consideration to the City for such amendments.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $500.00 from to Public/Private Partnership Fund, Fund 0352, Department ECO, Unit P151, Object 3015, Activity PPPF, Encumbrance/Contract No ECO-2020-00012959, Vendor VC21115, in accordance with this resolution.

SECTION 4. That the Chief Financial Officer is hereby authorized to set up a Receivable Balance Sheet Account in Public/Private Partnership Fund, Fund 0352, Department ECO, Balance Sheet 033F and a Deferred Revenue Balance Sheet, Account 0898, in the amount of $500.00.

SECTION 5. That the Chief Financial Officer is hereby authorized to receive, accept and deposit loan payments from S Zang, LP or affiliate in Public/Private Partnership Fund, Fund 0352, Department ECO, Principal Revenue Code 847G and Interest Revenue Code 847H, and debit Balance Sheet 0001 (Cash); as well as debit Deferred Revenue Balance Sheet Account 0888 and credit Receivable Balance Sheet Account 033F.

SECTION 6. This formal action has been taken to put on record the opinion expressed by the City of Dallas on February 26, 2020, and that for and on behalf of the Governing Body, the Mayor or City Manager, or their designee, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

SECTION 7. That this resolution affirms that the above-named development has been identified as contributing most significantly to the concerted revitalization efforts of the city as outlined in the Wynnewood Urban Design Guide and the City's Comprehensive Housing Policy as the Wynnewood Redevelopment RSA.
SECTION 8. That the City, upon approval as to form by the City Attorney, may (1) release its lien upon compliance with all loan terms or upon payment by Applicant of the $418,750.00 and the deed restrictions may be released upon compliance with its terms in accordance with this resolution or full payment of the loan amount ($418,750.00) and (2) subordinate its lien to any interim or permanent financing so long as City's lien is in no lower than third position.

SECTION 9. That the Director of the Office of Economic Development may extend some or all deadlines in this resolution for up to a one year period, as determined in its sole discretion.

SECTION 10. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.
January 24, 2020

Mr. Bobby Wilkinson, Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: HighPoint at Wynnewood
~1805 S. Zang Boulevard

Dear Mr. Wilkinson,

I received the Public Notification for HighPoint at Wynnewood, located at the above address in Dallas, Texas and in Texas State House District 104, which I represent.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

Jessica González
State Representative
District 104
Texas House of Representatives
February 19, 2020

Executive Director Bobby Wilkinson
Texas Department of Housing and
Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Letter of Support – Highpoint at Wynnewood

Dear Mr. Wilkinson:

Please let this letter serve to acknowledge that Buckner Children and Family Services, Inc. supports Highpoint at Wynnewood, a proposed multifamily affordable housing community located at Approximately 1805 S. Zang Boulevard, Dallas, TX 75224, in the City of Dallas.

Buckner Children and Family Services transforms the lives of vulnerable children and builds strong families through Christ-centered values. The Buckner Family Hope Center at Wynnewood, which is in close vicinity of the said project, is a child-centered, family focused place where families go to find hope, support and empowerment in their community.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your consideration of this development.

We look forward to hearing a positive outcome of this application process for Highpoint at Wynnewood.

Sincerely,

Cheryl Williams
Family Hope Center Director

cc: S Zang, LP
Other Names

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2018 Form 990
- Tax Year 2015 Form 990
Buckner Family Hope Centers

We strengthen families.
Family Hope Centers seek to keep families together by providing them with critical services, aid and coaching to keep them strong and decrease the likelihood of abuse, neglect and removal of children.

Our Hope Centers are child-centered, family-focused places where families go to find hope, support and empowerment in their community to reach their fullest God-given potential. The key to the Family Hope Center's success is found in combining effective programs and passionate people to help families that are experiencing poverty, family issues and a lack of services.

Our programs seek to engage through family assistance and community events; equip families through education, financial empowerment, child and youth development and spiritual development; elevate families through family coaching, counseling and spiritual enrichment. Family Hope Centers in our international locations also have schools, medical clinics and water wells to meet very basic needs of families who live nearby.

Families learn care and respect for self and others. They discover talents and opportunities. As a result, families break poverty cycles through education and jobs. They become servant leaders.

What we do:

- We welcome everyone with love and respect.
- We share the gospel through our Christ-like behavior.
- We begin with family strengthening.
- We empower for independence.
• We deliver our programs with the highest quality of service.
• We always work with the assistance of resident and non-resident volunteers.

Locations

• Dallas, Texas
• Houston, Texas
• Longview, Texas
• Lubbock, Texas
• Penitas, Texas
• Mexico
• Guatemala
• Honduras
• Peru
• Kenya
• Dominican Republic
February 14, 2020

Executive Director Bobby Wilkinson
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Letter of Support – Highpoint at Wynnewood

Dear Mr. Wilkinson:

Please let this letter serve to acknowledge that CitySquare Housing supports Highpoint at Wynnewood, a proposed multifamily affordable housing community located at Approximately 1805 S. Zang Boulevard, Dallas, TX 75224, in the City of Dallas.

CitySquare Housing is a certified 501c(3) non-profit organization whose mission is to provide high quality affordable housing for low income families, the elderly, and the homeless.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Highpoint at Wynnewood.

Sincerely,

Chad Baker
Executive Director

cc: S Zang, LP
Other Names

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2017 Form 990
In 1988, Dallas businessman Jim Sowell was moved by his concern for the problems associated with poverty. He took action in response to the human suffering he observed by working with friends to launch the Central Dallas Food Pantry in a strip shopping center at Henderson and Central Expressway.

In 1990, the organization received status as a 501(c)3 non-profit corporation and, due to its growth, relocated to larger quarters at 801 N. Peak in East Dallas. In August 1994, current CEO, Larry James, joined the organization and shortly thereafter, Central Dallas Food Pantry began doing business as Central Dallas Ministries and acquired an additional building at 409 N. Haskell.

In October 2010, Central Dallas Ministries changed its name to CitySquare in order to better reflect the commitment to equality, inclusiveness, and recognition that fighting poverty involves bringing the entire community together in the heart of the city.

In November 2014, CitySquare relocated most of its direct services programs, including the food pantry and workforce training department, to its new Opportunity Center – a 53,000 square foot collective impact campus located at the corner of Malcolm X Boulevard and I-30.

Since our humble beginnings in 1988 to present day, CitySquare has grown into a broad community development organization offering a comprehensive array of social services that address four key areas related to the persistence of poverty: hunger, health, housing, and hope. Together, our social service programs provide more than 50,000 human touches in Dallas, Waco, and Paris, Texas.
Required Third Party Reports

ALL third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Phase Engineering, Inc.
   - Date of Report: 2/18/2020
   - 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 (Direct Loan applications only)**
   - All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, 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.

   - Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and 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:
     - Name of Firm:
     - Contact Person:
     - Contact Telephone:
     - Email:

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Apartment MarketData Inc.
   - Date of Report: 4/1/2020
   - Development Site Location:
     - Longitude: 32.727145
     - Latitude: -96.829644

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - Prepared by: N/A
   - Date of Report:

5. **Appraisal**
   - Prepared by: Ryan, Harman, Friedel Co.
   - Date of Report: 2/28/2020

6. **Feasibility Report**
   - Prepared by: BGE, Inc.
   - Date of Report: 2/28/2020
CERTIFICATION REGARDING ADDITIONAL STUDIES RECOMMENDED BY ENVIRONMENTAL SITE ASSESSMENT (ESA)

I HEREBY CERTIFY on behalf of S Zang, LP, the proposed Development Owner, that the Development Owner will comply with any and all recommendations made by the ESA preparer.

S ZANG, LP, a Texas limited partnership

By: S Zang GP, LLC, a Texas limited liability company, its general partner

By: MVAH Holding LLC, a Georgia limited liability company, its manager

By:  
Name: Brian McGeady
Title: Authorized Signer
**MARKET ANALYSIS SUMMARY**

Provider: Apartment MarketData, LLC          Date: 2/13/2020
Contact: Darrell G Jack                        Phone: (210) 530-0040

Development: HighPoint at Wynnewood          Target Population: General
Definition of Elderly Age:                   

Site Location: Approx. 1805 S. Zang Boulevard City: Dallas  County: Dallas

Site Coordinates: Latitude Longitude          (decimal degree format)
--------------------------------------------------------------------------------------------------
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**Primary Market Area (PMA) page**

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</table>
February 24, 2020

Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Public Information Request

Greetings:

As part of the market studies produced for the 2020 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the “Department”) may publish this report on the Department's website, release it in response to a request for public information, and make other use of the information as authorized by law.

Sincerely,

Darrell G Jack  
Market Analyst  
President
Highpoint at Wynnewood
SITE DESIGN AND DEVELOPMENT FEASIBILITY REPORT

1805 South Zang Boulevard
Dallas, TX 75224

Prepare For:
Highpoint at Wynnewood – TDHCA Application #20310

MVAH Partners
5950 Fairview Road, Ste 402
Charlotte, NC  28210

Prepared By:
BGE, Inc.
777 Main Street, Ste. 1900
Fort Worth, TX  76102
February 20, 2020
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I. EXECUTIVE SUMMARY ....................................................................................................................... 4.
II. SITE DESCRIPTION .............................................................................................................................. 4.
III. ZONING INFORMATION ..................................................................................................................... 5.
IV. SUBDIVISION REQUIREMENTS ........................................................................................................... 5.
V. TAXING JURISDICTION ........................................................................................................................ 5.
VI. DEVELOPMENT REQUIREMENTS ........................................................................................................ 6.
VII. FIRE DEPARTMENT REQUIREMENTS .................................................................................................. 7.
VIII. SITE INGRESS AND EGRESS REQUIREMENTS ...................................................................................... 8.
IX. BUILDING CODE AND DESIGN REQUIREMENTS ................................................................................. 8.
X. SITE DEVELOPMENT PERMIT PROCESS AND REQUIRED FEES ............................................................ 8.
XI. CONCLUSION ...................................................................................................................................... 9.

Any person signing this report acknowledges that the Department may publish the full report on the
Department’s website, release the report in response to a request for public information and make
other use of the report as authorized by law.

NOTE: The information and exhibits contained herein are, to the best of our knowledge, the most current and accurate at the
time of the preparation of this report. The information has been obtained from various public sources. The scope of this report is
limited to contacting city staff and making a fair effort to obtain readily available information. BGE, Inc. does not make any
representation for the issues which may arise from local/state policy or rule changes.
### APPENDIX ITEMS

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<td>Existing Zoning Map</td>
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1.0 Executive Summary

The purpose of this report is to provide an engineering analysis and site development review for the proposed construction of a 120-unit family/general population living apartment community in Dallas, Texas. The 8.885 acre site is located approximately 5 miles southwest of downtown Dallas, along the west side of South Zang Boulevard, north of the intersection with Wynnewood Drive. The property is currently developed with low income apartment housing, which will be demolished as part of the proposed redevelopment.

The following information has been determined from analyzing available as-built documents, performing site visits, and meeting with various City of Dallas officials.

The proposed project will require some off-site drainage improvements since no public storm sewer currently exists to serve the property. It is also anticipated that an offsite water main extension will be required to satisfy the city's fire coverage requirements.

On-site improvements will include typical grading, perimeter fencing, access drive and parking lot pavement, storm drains, and utility services.

The property is currently un-platted. A preliminary plat will need to be prepared and submitted for review to the City of Dallas Subdivisions department. After addressing staff comments and satisfying all conditions of the preliminary plat approval, a final plat will need to be recorded prior to the issuance of a certificate of occupancy. No right-of-way (R.O.W.) dedication is currently anticipated for either frontage (Pratt or South Zang).

The property is currently zoned Multifamily-1 (MF-1) which allows apartment complexes by right with no maximum dwelling unit density.

2.0 Site Description

The 8.885 acre site is located approximately 500 feet north of the intersection of South Zang Boulevard and Wynnewood Drive, along the west side of South Zang Boulevard in Dallas. The property is bound to the north by the HighPoint Seniors, Ph. 1 development, to the west by Pratt Street (50’ R.O.W.), to the south by the remainder of the existing apartment complex, and to the east by South Zang Boulevard (125’ R.O.W.). The property is currently developed with 2-story apartment buildings. The main site access is provided by a private access road that runs parallel with South Zang Boulevard and intersects with Wynnewood Drive to the south.

The property high point is located approximately 150 feet from the north property line. The northern quarter of the site generally slopes down to the north at about 1% grade. The majority of the site slopes to the south with a gradient between 1% and 2%. The site drops approximately 5’ to 6’ from the highpoint to the south boundary line.
According to the most current Flood Insurance Rate Map (Panel No. 48113C0480K, dated July 7, 2014) the property is not located within a flood hazard area.

3.0 Zoning Information

The existing development is currently located within the Multifamily District (MF-1(A)). The MF-1(A) district is a medium density dwelling designation primarily used for single family, duplex, and multifamily dwellings.

Area Requirements
- There is no maximum floor area ratio.
- The maximum lot coverage is 60% for residential and 25% for nonresidential structures. Above ground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.
- The minimum front yard setback off of South Zang Blvd and Pratt St is 15 feet.
- The minimum side yard setback for multifamily structure is 15 feet.
- The minimum rear yard setback 15 feet.
- Maximum number of dwelling units allowed per acres is 50.

Height Requirements
- The maximum structure height allowed is 36 feet, although chimneys may extend 12 feet above that limit.
- There is no maximum number of stories.

Parking Requirements
- One space (1) per dwelling unit or suite.

4.0 Subdivision Requirements

According to discussion with city staff, the subject property will need to be platted. A preliminary plat will need to be prepared and submitted for review by all city departments. The various city review comments will be incorporated into the City Plan Commission (CPC) report and the commission will take action on the plat within thirty (30) days of submitting. The plat will be “approved with conditions” which will include the city staff comments. All review comments (conditions) will need to be addressed prior to the final plat being submitted. An Early Permit Release request is a typical method of obtaining the building permit prior to final plat approval.

All necessary utility, drainage, and access easements will be dedicated by plat. A 15-foot wastewater easement will be required along the South Zang Boulevard frontage.

5.0 Taxing Jurisdiction

The Dallas County Appraisal District assesses the property taxes for the Subject Property.
The Subject Property is comprised of the following parcels/lots:

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<td>Parcel</td>
<td>00000467143000000</td>
<td>WYNNEWOOD GARDENS 4 SEC 8</td>
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The millage rates for 2019 follow (tax rate per $100 of value):

- City of Dallas: $0.7766
- Dallas ISD: $1.310385
- Dallas County: $0.2531
- DC Comm. College: $0.124
- Parkland Hospital: $0.2695

### 6.0 Development Requirements

**On-Site Improvements:**
A proposed 24-foot wide, concrete access drive will be constructed through the site and will connect at both South Zang Blvd and Pratt St. Several concrete parking spaces will be provided along portions of the access drive. A concrete pedestrian sidewalk will provide interior access to all site buildings and amenities. A perimeter fence is proposed around the site boundary with a limited access vehicular gate located interior to the site. A number of large diameter trees exist on the property and the proposed site layout has been designed to preserve as many as possible. Tree wells with retaining walls may be needed to help save them.

**Drainage Improvements:**
Per the available public record drawings, there are no existing storm drain improvements adjacent to the property. The existing development currently sheet drains onto Pratt St to the west and South Zang Blvd to the east. The runoff is then conveyed overland to the intersection of South Zang and Wynnewood to the south, where it is intercepted in a series of existing inlets. The existing inlets at the intersection appear to be inadequate and not properly sized to capture the flow. We anticipate that the city will require drainage improvements in order to mitigate the drainage issue near the intersection.

A City of Dallas Public Works drainage improvement project has been designed to extend a 10’x9’ box culvert south of the property along Wynnewood Drive and outfall into Cedar Creek, east of the intersection with South Zang Boulevard. The new box culvert has been designed to convey the fully developed peak runoff rate from the Highpoint at Wynnewood development. However, an offsite storm sewer main will need to be extended from the box culvert to the Highpoint at Wynnewood site in order to connect the storm systems.

Roof drains, area drains and curb inlets would collect storm water runoff from the site and be routed underground to the proposed storm system connection at the site’s southeast corner.
On-site storm water detention would likely not be required since the proposed city culvert and storm sewer extension would be properly sized for fully developed conditions.

**Utility Improvements:**
An existing 8-inch water main is located along the western boundary of the property, along the east side of Pratt Street, which will provide a connection point for the proposed water services. An existing fire hydrant located near the midpoint of the Pratt frontage will provide fire coverage for the north-western half of the site. A proposed fire hydrant will be required off the west property line approximately 430 feet south of the existing hydrant to service the south-western portion of the property. The proposed fire hydrant can tie into the existing 8” water main. Another proposed fire hydrant will be required near the site’s northeast corner in order to provide fire coverage to the eastern half of the site. An 8” water main will need to be extended from the HighPoint Seniors development to the north in order to serve the required fire hydrant.

An existing 12-inch sanitary main is located along the west side of South Zang Boulevard. An 8” sanitary sewer service line can be routed through the site to sewer the buildings and can connect to the existing main. Per discussions with the city, no public sanitary sewer improvements will be necessary.

Existing power poles are located along the west side of South Zang Boulevard, and can be utilized to provide service to the development. Existing D.P.&L Easements along the east side of the property may need to be abandoned. These abandonments will need to be coordinated with ONCOR and executed by separate instrument documents.

Underground telecommunication facilities are available along the west R.O.W. of South Zang Blvd.

Existing gas lines are located near the northwest corner of the intersection between South Zang Blvd and Wynnewood Drive.

**Off-Site Improvements:**
As previously mentioned above, an offsite storm water main is anticipated along the west side of South Zang Boulevard in order to convey drainage to the proposed city box culvert in Wynnewood Drive. Preliminary engineering calculations determined that the off-site storm sewer main will be a 48” pipe.

An offsite 8” water main extension is anticipated along the west side of South Zang Boulevard in order to satisfy the fire department’s fire hydrant requirements. The water main will extend from the existing 8” water main stub out at the HighPoint Seniors development to the north to the northeast corner of the Phase III property.

Public sidewalk will also be required along the South Zang Blvd frontage.

**7.0 Fire Department Requirements**

Per City of Dallas regulations, all portions of an un-sprinkled facility must be within 150-feet of a public street or designated fire lane. The fire lane must be at least 20-feet wide and have overhead clearances of at least 13.5-feet. The required minimum inside turning radius is 20-feet.
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| ADDRESS: | ADDRESS: |
| CITY: | CITY: |
| STATE/ZIP: | STATE/ZIP: |
| CONTACT PERSON: | SIGNATURE: |

| ADDITION NAME: | PURPOSE OF PLAT: |
| LOCATION: | NUMBER OF LOTS |
| EXISTING: | PROPOSED: |
| ACRES: | ZONING DISTRICT: |
| PROPOSED LAND USE: | ZONING MAP NO: |
| COUNCIL DISTRICT: | MAPSCO PAGE: |
| SCHOOL DISTRICT: | REPLAT | YES ☐ NO ☐ |
| IS THIS PROPERTY NOW OR HAS IT EVER BEEN: | CORRECTION: $ | DATE: |
| • A CEMETERY? | YES ☐ NO ☐ | FOR ALL REPLATS, PROVIDE A CERTIFIED COPY OF THE ORIGINAL & THE MOST RECENT RECORDED SUBDIVISION/ADDITION PLAT(S) FROM THE PERTINENT COUNTY COURTHOUSE |

2/27/2020

City of Dallas

APPLICATION FOR LAND SUBDIVISION
DEVELOPMENT SERVICES, SUBDIVISION SECTION
320 E. JEFFERSON BLVD., ROOM 115
DALLAS, TX 75203
TELEPHONE: (214) 948-4335
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<td>IF YES, OBTAIN APPROVAL FROM CHIEF CITY ENGINEER PRIOR TO SUBMITAL OF PLAT.</td>
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<td>IF YES, SUBMIT THE FOLLOWING: CERTIFIED COPY OF DEED RESTRICTIONS THAT LIMIT THE USE OF THE PROPERTY TO SINGLE FAMILY AND/OR DUPLEX USE ADMINISTRATIVE PLAT (COMPLETE CHECKLIST ON REVERSE SIDE):</td>
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If you are applying for approval of an “Administrative Plat” as permitted in Section 51A-8.403(c) of the Dallas Development Code, please check off all of the following conditions which apply to your plat.

1. **Minor Amending Plat** – a plat changing a previously approved and recorded plat that does not increase or decrease the number of lots by one or more of the following (Note: a certificate of correction may be used to make the corrections listed unless the Subdivision Administrator determines that a sketch is needed for clarity, in which case an amending plat must be submitted):

   - To correct an error in a course or distance shown on the preceding plat.
   - To add a course or distance that was omitted on the preceding plat.
   - To correct an error in a real property description shown on the preceding plat.
   - To indicate monuments set after the death, disability, or retirement from practice of the engineer or surveyor responsible for setting the original monuments.
   - To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat.
   - To correct any other type of scrivener or clerical error or omission previously approved by the Department of Development Services, including lot numbers, acreage, street names, and identification of adjacent recorded plats.
   - To correct an error in courses and distances of lot lines between two adjacent lots if:
     - Both lot owners join in the application for amending the plat,
     - Neither lot is abolished,
     - The amendment does not attempt to remove recorded covenants or restrictions, and
     - The amendment does not have a material adverse effect (i.e. – a significant and unwanted or negative result) on the property rights of the other owners in the plat.

2. **Minor Amending Plat not in a residential district** and filed for only one or more of the following:

   - To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement if the amendment does not increase or decrease the number of lots.
   - To relocate one or more lot lines between one or more adjacent lots if:
     - The owners of all those lots join in the application for amending the plat,
     - The amendment does not attempt to remove recorded covenants or restrictions, and
     - The amendment does not increase or decrease the number of lots.
   - To replat one or more lots fronting on an existing street if:
     - The owners of all the lots join in the application for amending the plat,
     - The amendment does not attempt to remove recorded covenants or restrictions,
     - The amendment does not increase or decrease the number of lots, and
     - The amendment does not create or require the creation of a new street or make necessary the extension of city facilities.

3. **Minor Plat** – 5 acres or less for single-family, duplex or townhouse district or 3 acres or less for all other zoning districts and no public infrastructure and existing improvements meet all setbacks & are not divided by proposed lot or setback lines

   - Minor Plat involving four or fewer lots, not in a residential district, fronting on an existing street and that does not require the creation of any new street or the extension of city facilities.

---

**FOR OFFICE USE ONLY**

Received:

Administrative Plat Approved (within 18 days from date of submittal):

Denied as an Administrative Plat:

If Denied as an Administrative Plat, CPC hearing (within 30 days of receipt):
PROJECT NAME: _______________________________________________________ *311T-__________

ENGINEERING FIRM: __________________ BUS PH: ______________ FAX: ______________

ENG. NAME: ___________________ ENG. EMAIL: __________________

ADDRESS: _____________________ CITY: ___________ STATE: ______ ZIP: ________

DEVELOPER FIRM: __________________ BUS PH: ______________ FAX: ______________

DEV/OWNER NAME: ___________________ DEV/OWNER EMAIL: __________________

ADDRESS: _________________________ CITY: ___________ STATE: ______ ZIP: ________

CITY PLAN FILE No. : _S________________

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** Area within heavy lines must be filled in before new projects are accepted.

* The 311T number is assigned by the City upon receipt of fee payment.

Revised on 10/03/2016
Project Name: ____________________________________________________________
City Plan File # (Plat #): S_________ - _________
Zoning (or PD/SUP #, if applicable): __________
Engineering Consulting Firm: _____________________________________________
Engineer-of-Record: ____________________________________________________
Date: __________________

Plan Format, General Standards & Helpful Links
☐ General Sheet Order for Plan Submission
  • Cover Sheet (Always Required)
  • Preliminary or Final Recorded Plat (Always Required)
  • Existing Conditions Plan / Topographic Survey (Always Required)
  • Demolition Plan
  • Site Layout or Dimension Control Plan (Always Required)
  • Paving Plan (& Profile, where applicable)
  • Grading Plan (Always Required)
  • Existing Drainage Area Map (Always Required)
  • Proposed Drainage Area Map (Always Required)
  • Storm Drain Plan (& Profile, where applicable)
  • Erosion Control Plan
  • Construction Details

☐ All plans should be printed on 24” x 36” size paper, landscape orientation, clear, legible, and to scale. Engineer scales: 1” = 10’, 20’, 30’, 40’, or 50’. Larger scales may be used for overall/indexing sheets. No Architectural Scales.

Plan orientation should generally face north to the top or left-hand side of sheet.
The following information should be included on ALL sheets:
  • Engineering Firm Name & Registration #, Address, and Phone Number
  • Engineer’s Seal or preliminary statement as approved by the Board of Professional Engineers
  • Surveying Firm Name & Registration #, Address, and Phone Number
  • Developer’s Name, Address, and Phone Number
  • Owner’s Name, Address, and Phone Number
  • 311T-XXXX (file number will be assigned at time of submission)
  • Plat File#: S_____ - _______ (Has 6 numbers with a hyphen in the middle)
5. Has any part of the site ever been used as a cemetery?
   _____ Yes – Additional conditions may need to be met prior to plan approval.
   _____ No

6. Has any part of the site ever been part of a “brown field” and/or a land-fill in the past?
   _____ Yes – Additional conditions may need to be met prior to plan approval.
   _____ No

7. Is any part of this development within the Escarpment Zone or Geologically Similar Area?
   _____ Yes – Escarpment Permit Approval Letter is attached.
   _____ Yes – Escarpment Permit is currently under review.
   _____ Yes – We are preparing to submit for Escarpment Permit.
   _____ No

8. Is an itemized breakdown with quantities of all proposed public paving and drainage infrastructure within City ROW and Easements included in this submittal?
   _____ Yes
   _____ No – Note: This is required prior to plan approval.
   _____ N/A

9. Is there any proposed construction activity or land disturbance within 150 feet of the toe of a levee?
   _____ Yes – Coordination with Trinity Watershed Management & US Army Corps of Engineers will be required.
   _____ No

10. Are any retaining/screening walls proposed?
    _____ Yes – Maximum vertical distance measured from the bottom of the footing to the top of the wall = __________ feet.
    _____ No

11. Is any proposed excavation or filling in excess of 5 feet?
    _____ Yes – Maximum depth of excavation = __________ feet.
    _____ Yes – Maximum depth of fill = __________ feet.
    _____ No
    **Please be sure to coordinate with Water/Wastewater Engineering Section if any proposed excavation or fill is over an existing water/wastewater main.

12. Are sidewalks shown on all street frontages? Per the Dallas City Code, sidewalks are required on all street frontages. Plans submitted for Paving/Drainage review must include the required sidewalks. The applicant may apply for a Sidewalk Waiver with Building Inspections when the Building Permit is submitted.
    _____ Yes
    _____ No – Sidewalk waiver has been obtained and a copy is attached.

13. Is on-street parking being proposed?
    _____ Yes – Design must be coordinated with the Department of Transportation.
    _____ No

14. Will an acre or more of soil be disturbed with this development?
    _____ Yes – Engineer should inform developer that a SWPPP must be submitted prior to obtaining any permits.
    _____ No
15. Is there a thoroughfare adjacent to the development, or within (passes through) the development? Please refer to the City of Dallas Thoroughfare Plan.
   _____ Yes, thoroughfare is adjacent. **Please note that the developer is responsible for the design and construction of half of the width of the thoroughfare which abuts the proposed development if the length of the thoroughfare frontage is 1,000 feet or more.
   _____ Yes, thoroughfare passes within. **Please note that the developer is responsible for the entire width of the thoroughfare within the limits of the proposed development.
   _____ No

16. Does this development comply with the International Fire Code?
   _____ Yes – I have read the code and verified that it complies.
   _____ No – Please explain: ______________________________________
   ** Please note: Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, adjacent aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet. Otherwise, adjacent access roads shall have a minimum unobstructed width of 20 feet.

17. Is there any lot-to-lot drainage? Is the site currently accepting runoff from adjacent properties, or will the site be draining onto/through adjacent properties (regardless of current drainage pattern)?
   _____ Yes – Private Drainage Easements may be required.
   _____ No

18. Is any work proposed within areas designated as floodplain by FEMA and/or the City of Dallas, or in areas near unstudied streams/creeks?
   _____ Yes – A Fill/Alteration Permit may be required by Trinity Watershed Management. If already obtained, Fill Permit# _____________________
   _____ No

19. Is any work proposed within the Mill Creek hazardous drainage area?
   _____ Yes – FF Elevations must be a minimum of 3 feet above the top of curb elevation at the nearest downstream inlet.
   _____ No

20. Is any work proposed within the Peaks Branch hazardous drainage area?
   _____ Yes – FF Elevations are recommended to be a minimum of 3 feet above the top of curb elevation at the nearest downstream inlet.
   _____ No

21. Do all storm water outfall locations have the capacity to convey the 100-year storm?
   _____ Yes – Provide supporting drainage plans and calculations
   _____ No – Detention may be required
   ** It is the responsibility of the engineer of record to verify the capacity of existing storm sewer systems, swales/channels, street gutters, or any other public or private conveyances into which the proposed development will discharge storm runoff. If design plans or as-built plans are not on record or otherwise available, it may be necessary for the engineer of record to perform field verification of the location, size, slope, depth, etc. of these systems to determine their capacity.
22. Is any storm water runoff from the site being diverted from its existing outfall location into a new outfall?
   _____ Yes – Please explain: ________________________________
   ____________________________________________________________
   _____ No

23. Is any storm water runoff being discharged onto adjacent cities or other entities?
   _____ Yes, onto another City – Please note: Detention may be required and the adjacent City must approve the plans.
   _____ Yes, onto another Entity (e.g., TxDOT, DART, etc.) – Please note: Engineering plans must be reviewed and approved by that entity.
   _____ No

24. Is there any proposed connection to the storm sewer system that would discharge anything other than rainfall runoff?
   _____ Yes – Please explain: ________________________________
   ____________________________________________________________
   _____ No

25. Is detention being proposed?
   _____ Yes. **Please note: Detention must be located onsite, easements must be clear of obstructions and building encroachments, and adequate access must be provided for maintenance purposes via Detention Area Access Easement.
   _____ No

**Required Sheet Information**

- **Cover Sheet**
  - Project Name, Lot & Block Number/Legal Description
  - Sheet Index
  - Vicinity Map & Mapsco page number (as shown at [www.dcad.org](http://www.dcad.org))

  _____ All information is clearly shown on the Cover Sheet.
  _____ Some information is missing. Here is what’s missing and why:

  __________________________________________________________________________
  __________________________________________________________________________

- **Preliminary or Final Plat**
  - When the City Plan Commission approves the Preliminary Plat, a conditional approval letter is issued and mailed to the owner and Surveyor. The Engineer should request a copy from the owner and:
    - Ensure that the surveyor has addressed all conditions on the Preliminary Plat that is being submitted with the engineering plans,
    - Ensure that all conditions are addressed on the engineering plans.

  - Right-of-Way dedications are clearly shown and dimensioned
  - Easement dedications are clearly shown and dimensioned
  - All existing easements are clearly shown and dimensioned
• Vicinity Map & Mapsco page number (as shown at www.dcad.org)
  _____ All information is clearly shown on the Plat
  _____ Some information is missing. Here is what’s missing and why:

□ Existing Conditions Plan
• Show and label existing contour lines (with elevation labels) at one or two foot contour intervals referenced to sea-level datum.
• Show and label existing drive approaches, street frontage sidewalks & barrier-free ramps, street and onsite pavement material (e.g., concrete, asphalt, pavers, gravel, etc.), street pavement & right-of-way widths, on-street parking, street curb lines, bar-ditches, onsite buildings, vehicle circulation lanes, private drives, fire lanes, parking areas, landscape areas, fencing, retaining walls, and all public and private storm/water/wastewater/other utility infrastructure.
• Show, label, and dimension all existing easements.
• Show and label all existing signs, utilities, signal poles, parking meters, bike racks, newsracks, advertising kiosks, DART bench/shelter, etc. located within the right-of-way.
• Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
  _____ All information is clearly shown on the Existing Conditions Plan.
  _____ Some information is missing. Here is what’s missing and why:

□ Demolition Plan
• All items listed above under “Existing Conditions Plan” is either labeled: “Existing to Remain”, “To be Removed”, or “To be Relocated”.
  _____ All information is clearly shown on the Demolition Plan.
  _____ Some information is missing. Here is what’s missing and why:

□ Site Layout or Dimension Control Plan
• Show and label proposed drive approaches, street frontage sidewalks & barrier-free ramps, onsite & offsite pavement material (e.g., concrete, asphalt, permeable pavers, etc.), street pavement & right-of-way widths, on-street parking, street curb lines, bar-ditches, onsite buildings, vehicle circulation lanes, private drives, fire lanes, parking areas, fencing, retaining walls, and landscape areas.
• Show and label all existing and proposed signs, utilities, signal poles, parking meters, bike racks, newsracks, advertising kiosks, DART bench/shelter, etc. located within the right-of-way.
• Show, label, and dimension visibility triangles at street intersections and drive approaches.
   _____ All information is clearly shown on the Site Layout or Dimension Control Plan.
   _____ Some information is missing. Here is what’s missing and why:
   _______________________________________________________________________
   _______________________________________________________________________
   _______________________________________________________________________

☐ Paving Plan (& Profile, where applicable)
• All proposed work is clearly shown and labeled with a paving legend to distinguish between the different pavement specifications within the right-of-way and private property.
• Limits of new paving and adjustments to intersecting streets and drives are clearly defined by stations and dimensions, as necessary.
• Typical cross sections are shown and dimensioned for each proposed street/alley classification with station limits and centerline corrections.
• Station/top of curb (offset from centerline if not typical) for all PC’s, PT’s and midpoints of curb returns.
• A curve schedule should be provided for concentric and non-concentric curves.
• Check all drives, intersections and other locations involving cross traffic for possible hazardous situations. Watch for obstructed sight distance, hindrances to safe operation at design speed, danger to pedestrians, etc.
• Intermediate tangents have been designed between reverse curves based on the design speed along the centerline of the proposed streets.
• Complete vertical curve information is provided and meets minimum sight distance requirements for design speed.
• Existing and proposed water/wastewater lines are clearly shown and labeled when located under proposed pavement.
• Street lighting on divided thoroughfares is clearly shown and labeled.
• Type, thickness, strength, rebar size, and subgrade preparation of proposed pavement is shown and is in conformance with standards.
• Show cross-slope of street and driveway slopes into property. Slopes must comply with the Paving Design Manual.
• Sidewalks are clearly shown and labeled on all street frontages. Concrete thickness, strength, and rebar size is shown and is in conformance with standards.
• Show, label, and dimension visibility triangles at street intersections and drive approaches.
Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, adjacent fire apparatus access roads shall have a minimum unobstructed width of 26 feet. Otherwise, adjacent access roads shall have a minimum unobstructed width of 20 feet.
□ Proposed Drainage Area Map
  • Proposed onsite and offsite grades, onsite and offsite subdivided drainage areas and drainage area calculation tables are clearly shown.
  • Indicate zoning for each drainage area.
  • Existing and proposed inlets and storm drain lines are clearly shown and labeled.
  • Proposed onsite and existing offsite flow direction is clearly shown with directional flow arrows. Reference 311T/-421Q-file numbers.
  • Show runoff calculations and use design criteria as shown in the Drainage Design Manual.
  • Show and label outfall locations.
  • Demonstrate, with supporting calculations, that there is adequate capacity downstream to convey the 100-year storm.
  • Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
  □ All information is clearly shown on the Proposed Drainage Area Map.
  □ Some information is missing. Here is what’s missing and why:
    __________________________________________________
    __________________________________________________

□ Storm Drain Plan (& Profile, where applicable)
  • Show a plan and profile for all proposed public storm drain lines. Pipe lengths are to be shown by stationing at each structure. Show pipe size, material, slope and class for each run. Show pipe inverts, discharge, velocity and friction slope. Show and label the hydraulic gradient.
  • Show all hydraulics, velocity head changes, gradients, computations and profile outfalls with typical sections and computations.
  • Specify at least Class III RCP. Provide inlets where street capacity is exceeded. Provide inlets where alley runoff exceeds intersecting street capacity. For thoroughfares, one lane must remain dry.
  • Existing and proposed inlets and storm drain lines are clearly shown and labeled.
  • Discharge storm drains at the flowline of creeks and channels with the last 10 feet at a grade not to exceed one percent, unless otherwise directed.
  • Show the 100-year water surface elevation at the outfall of the storm drains.
  • Where connections are made to an existing storm drain, provide the design data of existing system (Q100, HGL, inverts, diameter, etc.).
  • Intersect laterals at 60 degrees with the trunk line, if possible. Where laterals tie into a trunk line, channel or creek, place them at 60-degree angle with center lines. Connect them so that longitudinal centers intersect.
  • Indicate flow line elevations of the storm drains on the profile. Label the line grade (in percent). Match top inside of pipe where adjacent to other size pipe.
  • Do not use high velocities in storm drain design. Refer to the Drainage Design Manual for maximum allowed velocities.
  • The minimum pipe slope is 0.30% unless otherwise directed.
• The downstream system must be sized to adequately convey the fully developed runoff from the site.
• Provide a written statement certifying that you have analyzed the proposed storm drainage outfall effects on the adjoining property owner(s) and that your discharge will not adversely affect or jeopardize any downstream properties.
• Proposed driveway turnouts must be a minimum of 10 feet from any existing or proposed inlet.
• Do not use bends on public storm drain lines for pipe sizes less than 30-inch diameter.
• Do not use 90-degree bends on storm drains or outfall. Provide a junction structure or manhole.
• Show and label all streams, creeks, drainage ways, and 100-year floodplain. In addition to FEMA overlays, show and label actual 100-year water surface elevations.
• Drainage swales/channels should have cross sections with 100-year water surface elevation, slopes, side slopes, and velocity clearly shown and labeled.

□ Erosion Control Plan
• Existing contour lines (with elevation labels) and proposed grades are clearly shown and labeled.
• Design plans comply with all current rules and regulations of EPA, TCEQ, and other applicable federal and state agencies.

□ Construction Details
• All details are clearly labeled private or public.
• All applicable details from the City of Dallas 251D-1 Standard Construction Details should be clearly shown, labeled, and cross referenced on the plans.
• All details not covered by the City of Dallas 251D-1 Standard Construction Details are clearly shown, labeled, and dimensioned.
• All applicable details for work within the right-of-way of another entity (e.g., TxDOT, DART, etc.) are clearly shown, labeled, and cross referenced on the plans.

□ Some information is missing. Here is what’s missing and why:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
I have reviewed this check list and certify that the design plans submitted have been reviewed by me and are in compliance with all City of Dallas design standards. I understand that the City reserves the right to provide review comments at any time throughout the plan review process until all standards have been addressed.

______________________________, P.E.
Print Name

______________________________
Signature

______________________________
Date
### 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, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. 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), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 34.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>No</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
<td>NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td>NA</td>
</tr>
</tbody>
</table>

Rent Burden Rank = 709 (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>32.727145</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>-96.829644</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>HighPoint Family Living</td>
</tr>
<tr>
<td>Application Number:</td>
<td>13234</td>
</tr>
<tr>
<td>Address:</td>
<td>414 W. Louisiana Ave., Dallas, Texas 75224</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2013</td>
</tr>
</tbody>
</table>
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: Wynnewood Housing Phase III
Development Street Address: (Approximately) 1805 S. Zang Boulevard
Development City: Dallas
Development County: Dallas
TDHCA # (for office use only):

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: Wynnewood North Neighborhood Association ("WNNA")
This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one: ☐ Yes ☐ No
- If YES, provide the years that the organization made submissions prior to 2019:

The Neighborhood Organization is a (select one of the following):
☐ Homeowners Association
☐ Property Owners Association
☐ Resident Council and our members occupy the existing development
☐ Other (explain):

As of January 4, 2019, (as applicable) this Neighborhood Organization is on record with (select one of the following):
☐ County
☐ Secretary of State

Part 3: Neighborhood Organization Contact Information

1st Contact Information
Name: Cindy Kirk
Title: WNNA Secretary
Physical Address: 506 Woolsey Drive
Mailing Address (if different from above):
City: Dallas
ZIP Code: 75224
Phone: 214-478-9381
Email: cindy@cdlkirk.com

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)
2nd Contact Information
Name: Denise Requardt
Title: WNNA President
Physical Address: 708 Woolsey Drive
Mailing Address (if different from above):
City: Dallas ZIP Code: 75224
Phone: 214-801-1802 Email: dyrequardt@gmail.com

Part 4: Reason for Support or Opposition

The Neighborhood Organization: X Supports □ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:

See attached Letter of Support

Part 5: Written Boundary Description

Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

See attached Letter of Support

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

Part 6: Certifications
By signing this form, I (we) certify to the following:

- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 5, 2018.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 4, 2019 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization’s defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

1st Contact Signature

Cindy D. Kirk

1st Contact Printed Name

Cindy D. Kirk

Date

1-3-2020

Title

2nd Contact Signature

Denise Y. Reguardt

2nd Contact Printed Name

Denise Y. Reguardt

Date

1-3-2020

Title

1-3-2020

Page 8 of 9
January 3, 2020

Texas Department of Housing and Community Affairs
c/o Ms. Robbye Meyer, Director, Multifamily Finance
Multifamily Finance Division
P.O. Box 13941
Austin, Texas 78711-3491

Re: Wynnewood Housing, Phase III

Comments in SUPPORT of the Low Income Housing Tax Credit (LIHTC)

To Whom it May Concern:

Pursuant to section 2306.6710(b)(1)(B), Texas Government Code, the Wynnewood North Neighborhood Association (WNNA) is providing comments related to the application and allocation of LIHTC for the project above. The WNNA is an all-volunteer, non-profit organization. The WNNA has been highly engaged in the redevelopment and maintenance of the neighborhood as well as its surrounding retail/commercial facilities. We have met the applicant and reviewed the above-reference application for LIHTC. We are in support of the application.

CHARACTER OF THE NEIGHBORHOOD

The character of a neighborhood is an amalgaamation and interaction of different elements, including land use, transportation infrastructure, public amenities and vision for the future. Towards this end. Wynnewood North reflects a horizontal mix of uses with a retail shopping center located in close proximity to middle and upper-income residential homes. Our neighborhood and The Parks were originally designed by the re-known Dallas developer Angus Wynne and has been designated one of the finest examples of 1950's Post-war Ranch Style Neighborhoods by several state agencies, including Preservation Dallas, the City of Dallas Landmark Commission and the Texas Historical Society. The residential base of our community has embraced our history and strives to continue to maintain those historic qualities that make Wynnewood North unique in Dallas.
Based on the foregoing, the proposal offered by the Applicant is consistent with the character of our neighborhood. WNNA agrees that the proposed use by Applicant is consistent with the TDCHA requirements as stated in the LURA. Because of a growing shortage of affordable housing, today over a quarter of all renters pay more than half of their income in rent. Devoting so much family income to housing can be a destabilizing force for many households, leaving insufficient income available to meet basic needs for food, health care, education and transportation. This contributes to residential instability, undermines educational achievement and impairs employment potential. Therefore, we as a neighborhood strongly believe this project is beneficial not only for our immediate neighborhood, but the entirety of Oak Cliff as well. We have worked well with Bank of America in the past and anticipate we will continue to do so as we move forward with the next phase. Accordingly, we request that the project be given favorable consideration for Low Income Housing Tax Credits.

On behalf of the WNNA, thank you for your time and consideration of our position. Should you have any questions, please do not hesitate to contact the undersigned at anytime.

Very Truly Yours,

Denise Requardt
President, WNNA

Cindy Kirk
Secretary, WNNA
WYNNEWOOD NORTH
NEIGHBORHOOD ASSOCIATION AMENDED AND RESTATE BYLAWS

ARTICLE I
Name, Location and Purpose

1.1 Name
The name of the organization shall be the WYNNEWOOD NORTH NEIGHBORHOOD ASSOCIATION, ("WNNA"). WNNA shall be a non-profit organization, organized under the laws of the State of Texas.

1.2 Location
The neighborhood of WNNA shall be the properties within the area which is bounded by North Manus on the north, Heyser on the south, the west side of Pratt on the east, and Shelmire on the west, and as further described in Exhibit A, attached hereto.

1.3 Purpose
The Bylaws shall govern WNNA and its members and facilitate the fulfillment of the purpose of the organization. The purpose of this non-profit organization shall be:

a. To determine the needs and goals of the neighborhood and to promote undertakings to satisfy such needs and achieve such goals.

b. To preserve the identity and integrity of the properties within the boundaries of the neighborhood as set forth herein.

c. To promote and encourage the safety, improvement and beautification of the neighborhood. WNNA shall be operated exclusively for such purposes; no part of the net earnings of WNNA shall inure to the benefit of any officer or member of WNNA or any private individual; no substantial part of the activities of WNNA shall be carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE II
Membership, Dues, Voting, Meetings and Quorum

2.1 Membership Eligibility
Membership in the WNNA shall be open to all residents, over the age of 18, of property within the boundaries of the neighborhood as set forth in Article I, Section 2, (the “Members”). All Members must reside within the boundaries of the neighborhood further defined in Exhibit A, attached hereto.
2.2 Rights of Members
Each Member of the WNNA shall be entitled to one vote on each matter for which members are entitled to vote as provided herein. Members may vote in person or by proxy in writing except that no person may hold the proxy for more than one (1) member.

2.3 Dues
No dues shall be required or collected for membership in the WNNA.

2.4 General Membership Meetings
General Meetings of the WNNA shall be held quarterly, at a time and place designated by the President.

2.5 Special Meetings
Special Meetings of the Members may be called by the President, by a majority of the Directors, or by a Quorum of the Members entitled to vote. Further, such special meeting, which occurs within three (3) months of a regular meeting, may be declared by the officers of the WNNA to be in substitution for such regular meeting and shall fulfill the requirements of these bylaws.

2.6 Notice of Meetings
Notices regarding any and all Meetings shall be given not less than 10 calendar days nor more than 60 calendar days before the date that such meeting is to be held. Such notice shall state the place, day and time of the meeting. The Board of Directors may provide notice through the WNNA newsletter, messages posted on the WNNA information “hotline,” e-mail communications, the WNNA web site located at www.wynnewoodnorth.org and flyers, or such additional means as the Board of Directors shall deem effective. Announcements to vote on Bylaw changes will be made not less than 10 days, but no more than 60 days prior to a vote. The proposed changes must be available for review by Members during the above referenced time period.

2.7 Quorum
The Members present at any properly announced meeting shall constitute a quorum at such meeting.

2.8 All issues shall be decided by a majority vote of members present at the meetings.

ARTICLE III
Board of Directors

3.1 Powers. The Board of Directors (Directors) of WNNA is vested with the management of the business and affairs of WNNA, subject to the Texas Business Organizations Code, the Articles of Incorporation, and these bylaws.
3.2 **Qualifications.** All Officers must be members of WNNA. Directorships shall not be denied to any person on the basis of sex, age, race ethnicity, national origin, range of physical abilities, sexual orientation, gender identity, financial means, education or political affiliation.

3.3 **Number of Directors.** The Board of Directors will consist of eleven (11) Directors. Upon majority resolution of the Board of Directors, the number of Directors may be increased or decreased from time to time, but in no event shall a decrease shorten the term of an incumbent Director, nor shall any decrease bring the total number of Directors to less than three (3) Directors.

3.4 **Term of Directors.** Directors shall serve a one-year term, with no limitation on future terms. The term of office shall commence January 1st immediately following October elections and continue until December 31st of that year.

3.5 **Election of Directors.** The Directors of the WNNA shall be elected annually at the regular general membership meeting of the WNNA normally held the third Thursday in October. Such election shall be by majority vote of the members present and voting.

3.6 **Resignation.** Any Director may resign at any time by delivering written notice, including electronic written notice, to the President or Secretary of the Board of Directors. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice. The failure of an officer or committee chairperson to attend three consecutive Board meetings, or who is absent from four Board Meetings in a twelve month period without approval from the majority of the Board of Directors shall tender of his/her resignation at the time the report from that officer or committee chairperson is called for during said meeting.

3.7 **Removal.** Any Director may be removed without cause, at any time, by a majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose. Any Director under consideration of removal must first be notified about the consideration in writing, including electronic written notice, at least five (5) days prior to the meeting at which the vote takes place.

3.8 **Vacancies.** Vacancies shall be filled by majority vote of the remaining members of the Board of Directors. The newly appointed Director filling the vacancy shall serve for the remainder of the term of the directorship that was vacated. Vacancies shall be filled as soon as practical. Any Director may make nominations to fill vacant directorships.

3.9 **Compensation.** Directors shall not receive any salaries or other compensation for their services, but, by resolution of the Board of the Directors, may be reimbursed for any actual expenses incurred in the performance of their duties, as long as a majority of disinterested Board of Directors approves the reimbursement. WNNA shall not loan money or property to, or guarantee the obligation of, any Director.

3.10 **Roster of Officers.** WNNA shall have a President, Vice President, Secretary, and Treasurer. These four officers shall constitute the Executive Committee. WNNA may have, at the
discretion of the Board of Directors, such other officers as may be appointed by the Board of Directors. One person may hold two or more offices, except those serving as President or Secretary.

3.11 Officers of WNNA
WNNA shall have the following Officers/Directors:

a. President – Executive Director
b. Vice-President – Executive Director
c. Treasurer – Executive Director
d. Secretary – Executive Director
e. Social Director
f. Publications Director
g. Communications Director
h. Beautification Director
i. Crime Watch Director
j. WebMaster
k. Parent Liaison Director

The Members occupying these offices shall constitute the Board of Directors of WNNA, and may, upon majority vote thereof, take action for or develop a posture on issues of concern for WNNA.

3.12 The duties of the Officers are as follows:

a. President
The President will supervise and control the day-to-day business affairs of WNNA and shall exercise such supervisory powers as may be given to him or her by the Board of Directors.

The President shall preside over regular and special meetings of the membership of the WNNA as well as over meetings of the Board of Directors and shall exercise parliamentary control.

The President shall represent WNNA on public occasions.

The President shall make such committee appointments as needed for the effective conduct of the work of the WNNA.

The President shall, with the advice of the Board of Directors and in accordance with the requirements of these bylaws, set the agenda for each meeting of the Board of Directors.
b. **Vice-President**
The Vice President shall act in place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

The Vice President shall also act as the Old Oak Cliff Conservation League ("OOCCL") Representative for WNNA and shall be the WNNA liaison between OOCCL and WNNA. The Vice-President's membership in the OOCCL will be paid for by WNNA.

c. **Secretary**
The Secretary shall perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these bylaws;

The Secretary shall attest to and keep the bylaws and other legal records of WNNA, or copies thereof;

The Secretary shall take or ensure that someone takes minutes of all meetings of the committees and Board of Directors, and shall keep copies of all minutes;

The Secretary shall ensure that all records of WNNA, minutes of all official meetings, and records of all votes, are made available for inspection by any Member, or Director.

d. **Treasurer**
The Treasurer shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of WNNA;

The Treasurer will have charge and custody of all funds of WNNA, will oversee and supervise the financial business of WNNA, will render reports and accounting to the Directors as required by the Board of Directors, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these bylaws, or which may be assigned from time to time by the Board of Directors;

The Treasurer, with the approval of the Board of Directors, shall set up all checking, savings, and investment accounts of WNNA and deposit all such funds in the name of WNNA in such accounts;

The Treasurer's signature shall be the authorized signature for all checking, savings, and investment accounts of WNNA unless the Treasurer, with the approval of the Board of Directors, designates another member of the Board of Directors as the authorized signatory for a particular type of disbursement;
The Treasurer shall prepare a monthly report for the Board of Directors, providing an accounting of all transactions and of the financial condition of WNNA;

The Treasurer shall keep all financing records, books, and annual reports of the financial activities of WNNA and upon reasonable notice, make them available at the request of any Director or Member, or member of the public for inspection and copying.

e. **Social Director**
   The Social Director shall have charge of coordinating all social activities of the WNNA, including all fund-raising events; Support Senior Neighbors of Wynnewood ("SSNOW") events, National Night Out; the WNNA Spring Fling; the WNNA Holiday Party, and any other special events put on by the neighborhood.

f. **Communications Director**
   The Communications Director shall act as the WNNA liaison between the neighborhood Block Captains and the WNNA Board, including visiting new residents of the neighborhood, orienting neighbors to the WNNA; distributing “welcome information” packets; coordinating with Block Captains on the distribution of the WNNA newsletter, neighborhood directory and other publications as needed. The Communications director shall coordinate with the Publications Director and Webmaster as needed in order to provide updated information for individual WNNA residents such as a change in the WNNA members contact information; the Communications Director shall also perform such other functions as requested by the President.

g. **Publications Director**
   The Publications Director shall perform such functions as requested by the President, and shall act as coordinator for all WNNA publications. This include, but is not limited to preparation and coordinating of the WNNA newsletter and the WNNA Directory, coordinating the purchasing, design and publication of advertisements for the WNNA newsletter and WNNA directory and creation of any other special announcements or special events flyers as needed.

h. **Crime Watch Director**
   The Crime Watch Director shall have charge of coordinating the responsibilities of the neighborhood crime watch, including the organization and maintenance of all crime watch materials of the WNNA, coordinating update of the WNNA crime watch hot-line; the placing of crime alert signs in the neighborhood; attending quarterly meetings with other Crime Watch Directors at the Southwest Patrol Division; and shall also coordinate with the Dallas Police Department’s Community liaison. The Crime Watch Director shall coordinate with the Crime Watch Committee on an as needed basis for any special projects relating to the safety and well-being of the neighborhood, including but not limited to issues involving crime and/or code compliance.
i. **Beautification Director**
The Beautification Director shall be responsible for promoting and encouraging the beautification of the neighborhood, including the Yard of the Month, and making necessary recommendations to the Board of Directors regarding special projects for the beautification of the neighborhood. The Beautification Director shall also coordinate with the Vice President and/or the Beautification Committees or Special Projects Committee on submitting any grant requests to the OOCCL for any project that is to be used specifically for beautification of the neighborhood.

j. **Webmaster Director**
The Webmaster shall update the WNNA website on a weekly or “as needed” basis, coordinate obtaining pictures of all WNNA social or special events and posting them on the WNNA website, coordinate with the Board to ensure all information is up to date and accurate (e.g. Yard of the Month, the WNNA calendar, Calloway’s Tip of the Month, crime updates, etc.); sending out “blast” email notifications to participating WNNA members.

k. **Parent Liaison Director**
The Parent Liaison Director shall facilitate positive interaction between Members and local schools, PTA’s and parent support organizations. This person shall initiate child-friendly social activities to increase involvement among residents. This person may also attend various school board meetings and report back to the Members at the General Meeting.

3.13 The duties of the officers shall not be limited as enumerated above, but shall be discharged in addition to such other duties which may be assigned by the WNNA Membership.

3.14 Unless so authorized, no officer shall have any power or authority to bind the WNNA by any contract or engagement, to pledge its credit, or to render it liable pecuniary for any purpose or in any amount.

IV Committees

4.1 **Executive Committee**
The President, Vice President, Treasurer, and Secretary of the Corporation shall constitute the executive committee. The executive committee shall have the authority to act on behalf of WNNA in between Regular Meetings of the Board of Directors. The Board of Directors must validate the actions of the executive committee at its next Regular or Special Meeting. Any such action not so validated will not be binding on WNNA. The President shall act as chairperson of the executive committee. A majority of the executive committee shall
constitute a quorum for the transaction of business and all decisions shall be by majority vote of those present.

4.2 Additional Committees
The President and Board of Directors may from time to time designate and appoint additional standing or temporary committees by majority vote of the Board of Directors. Such committees shall have and exercise such prescribed authority as is designated by the Board of Directors. The Directors may authorize these committees to exercise any powers, responsibilities and duties consistent with the Articles of Incorporation and these bylaws.

ARTICLE V
Board Meetings

5.1 Power to Conduct Business
The Board of Directors shall have the power to conduct the business and manage the affairs of WNNA on behalf of the membership between general meetings.

5.2 Voting by Electronic Communications
Any action or vote required by the Board of Directors in order to conduct the business and manage the affairs of WNNA may be held by meeting, telephonic means or electronic communications, so long as there is a voting quorum available.

5.3 Quorum
A quorum of the Board of Directors shall consist of a simple majority of the total elected board.

5.4 Proxy Voting
A Director may vote in person or by proxy given to another Director, but no Director may hold more than one such proxy. Each proxy shall be revocable unless otherwise made irrevocable by law. A Director represented by proxy shall not be counted toward a quorum.

5.5 Place of Board Meetings. Regular and Special Meetings of the Board of Directors will be held at any place that the President may designate that are within the city limits;

5.6 Regular and Special Meetings. Regular meetings of the Board of Directors shall be held each month, or more frequently as deemed necessary by the Board of Directors. Special Meetings may be called by the President or any two Directors. An orientation meeting will be held each November for the new members of the Board of Directors.

5.7 Notice of Board Meetings. Regular meetings of the Board of Directors shall be as decided by the Board of Directors at its first meeting of each fiscal year and no further notice of such general meetings need be given.
Special Meetings may be called with a 72 hour notice to all Directors, stating the time, address and purpose of such Special Meeting.

ARTICLE VI
Code of Ethics

WNNA and its Directors will comply with the WNNA’s Code of Ethics, attached as Exhibit B.

ARTICLE VII
Rules of Authority

The rules contained in Robert’s Rules of Order Newly Revised (“RONR”) shall guide the conduct of all meetings of WNNA. The bylaws of WNNA shall supersede all language contained within Roberts’ Rules of Order, except as required by the laws of the State of Texas, which shall control in all cases.

ARTICLE VIII
Amendments

Amendments to these bylaws may be made by a simple majority vote of WNNA Members at any general or special meeting.

ARTICLE IX
Principal Office

The principal mailing address of WNNA shall be P.O. Box 3872, Dallas, TX 75208

ARTICLE X
Emergency Action

Notwithstanding any other provision of these bylaws, if the President declares that an emergency exists which affects the WNNA or the residential area covered by the WNNA, action may be taken by the Board of Directors, without a meeting of the members, in order to respond to the emergency. All actions taken under the provisions of this Article shall be deemed for all purposes to be a meeting of the WNNA membership.
ARTICLE XI
Indemnification

11.1 No member, Active or Inactive, no officer, no committee member of the WNNA shall be personally liable for the debts, liabilities, or other obligations of the WNNA.

11.2 Indemnification. To the extent permitted by law, any person (and the heirs, executors and administrators of such person) made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he or she is or was a Director or Officer of WNNA shall be indemnified by WNNA against any and all liability and the reasonable expenses, including attorney’s fees and disbursements, incurred by her or him (or by his or her heirs, executors or administrators) in connection with the defense or settlement of such action, suit, or proceeding, or in connection with any appearance therein.

11.3 Limits on Indemnification. Notwithstanding the above, the corporation will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in WNNA’s best interests. In the case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe his or her conduct was unlawful.

ARTICLE XII
Old Oak Cliff Conservation League, Inc.

The WNNA shall be a member of the Old Oak Cliff Conservation League, Inc. Such membership will aide in the gathering of information of concern to the WNNA and will further the objectives of the WNNA. Membership for the Vice-President in OOCCL will be paid by WNNA.

ARTICLE XIII
Operations

13.1 Financial transactions
Financial transactions which have a value of $1,500 or more shall require a simple majority approval of WNNA Members at either a general or special meeting.

13.2 Records
WNNA will keep correct and complete records of account and will also keep minutes of proceedings of the Board meetings and Committees, a copy of the bylaws, including amendment to date certified by the Secretary of WNNA.

13.3 Inspection of Books and Records
All books and records of WNNA may be inspected by any Director or Member for any purpose at any reasonable time on written demand.
13.4 **Execution of Documents**
Unless specifically authorized by the Board of Directors or as otherwise required by law, any legal written instrument (outside of tax returns) that is executed in the name of or on behalf of WNNA shall be signed and executed by the President and the Secretary (or such other Director designated by the Board of Directors) pursuant to the general authorization of the Board.

13.5 **Fiscal Year**
The fiscal year for WNNA will be from January 1 to December 31st.

**CERTIFICATION**

I hereby certify that these bylaws were adopted by the Board of Directors of WNNA at its meeting held on ____________________.

________________________
Secretary
BOUNDARIES OF WNNA:

Beginning, along North Manus of Llewellyn and North Manus for point of beginning, continuing along and with North Manus in a Westerly direction to the intersection of North Manus and Monsen;

THENCE along and with Monsen in a Westerly direction to the intersection of Monsen and Monsen Parkway, continuing along and with Monsen Parkway in a Northerly direction and subsequently in a Southerly direction to the intersection of Monsen and Monsen Parkway, continuing along and with Monsen in a Westerly direction to the Intersection of Monsen and Shelmire;

THENCE continuing along and with Shelmire in a Southerly direction to the intersection of Shelmire and South Manus, continuing along with South Manus to the intersection of South Manus and Vernon, continuing in a Southerly direction on a line parallel to Vernon, but not including Vernon, to the intersection of Vernon and Bancroft, continuing along and with Bancroft in a Northeasterly direction to the intersection of Bancroft and Bizerte;

THENCE continuing along Bizerte in an Easterly direction to the intersection of Bizerte and Llewellyn, continuing along and with Llewellyn in a Southerly direction to the intersection of Llewellyn and the Wynnewood Shopping Center, but not including the shopping center, then easterly towards Zang and including the Westerly side of Zang, but not Zang Blvd., then Northerly to the intersection of Pratt and Zang, then Westerly to Mayrant, then Northerly to North Manus and the point of beginning.
Contacts live close and within the boundary of the neighborhood organization
From the Board...

Denise Requardt  
President

As we have rolled in to 2019, I would like to take this time to thank all the Wynnewood North neighbors for being such a huge part of a spectacular neighborhood. There were many accomplishments and special events throughout 2018 that we should all be very proud of which have been highlighted in previous Newsletters and WNNA Social Media sites.

There will be many new opportunities for improvements in the neighborhood through grants and donations this year. Updates will be posted via Newsletter, Nextdoor, E-Blasts and other avenues as needed on the progress. Also, watch for our special events that take place throughout the year.

Lastly, thank you to Lynn and Becca as outgoing board members, and welcome Colter (Publications) and Trisha (Parent Liaison).

Janice Coffee  
Communications

We would like to welcome the following neighbors who moved into Wynnewood North last quarter:

- The Amaud Family: Stephen & Hannah | 534 Monssen
- The Shultz Family: Ashley, Chris, Jack, Catherine, & Charlie | 531 Monssen ■ Najib Yang | 646 Bizerte
- The Ellis Family: Melissa & Brent | 524 N Manus ■ The Stout Family | 766 S Manus

Cynthia Michaels  
Beautification

Congratulations to our Q4 Yard of the Month winners, who each received a $50 gift certificate compliments of the neighborhood association:

- October: 416 Monssen (Allen Simmons & David Medina)
- November: 715 S Manus (Ric Shanahan & Colter Hoggan)
- December: 520 Woolsey (Joey & Christine Connelly)
Social Outings

BY KRISTEN HENSLEY, SOCIAL DIRECTOR

Certainly like many of you, I cannot believe that we have bid farewell to 2018. It seems like only yesterday that we were at Jed’s enjoying the first Wynnewood North happy hour of 2018. As I reflect on the past year, I find myself overwhelmed with gratitude for all of the wonderful neighbors who have helped to support Wynnewood North. Whether you showed up at a happy hour, walked in the Fourth of July parade, or opened up your home for a Wander, I am extremely thankful for your support.

In the past year, we have welcomed many new neighbors and saw a few we hadn’t seen in a while. It was so nice to get to visit with each and every one of you at the various Wynnewood North events. As I have said so many times, what makes Wynnewood North so special is the people. Studies have shown that having great social relationships is an important component of human happiness. A good neighborhood may consist of nice houses but a great neighborhood depends on the relationships of the people who reside in them.

As the new year gets started, many of us are making resolutions about personal growth and change. This is a great time to commit to attending more neighborhood events in 2019. Attending events gives you exposure to people you may not normally meet and can help fund additional projects to support and beautify Wynnewood North. In 2019, you can look forward to several more happy hours, picnics, parades and Wanders. I hope to see each of you attend at least one of these events (if not all of them). It has been my honor to serve you all as the Wynnewood North Social Director for 2018 and I am looking forward to continuing what we have started in 2019.

Congratulations to the winners of our Christmas lighting competition:

- 507 S Manus (Steve Keating & Don Sutton)
- 611 Woolsey (Scott & April Sarlay)
- 715 Woolsey (Gary Ellis)

Winning homes received a $25.00 gift certificate.

Real Estate Statistics (2018)

BY RIC SHANAHAN, GUEST CONTRIBUTOR

Properties Sold/Exchanged Ownership: ........... 13*
Lowest Overall Sold Price: .................. $290,000
Highest Overall Sold Price: .............. $540,000
Maximum Sold Price/Square Foot: ............. $230
Properties Currently for Sale: .................. 4
Average Asking Price: ...................... $407,500
Average Sold Price: ....................... $375,000
Average Sold Price/Square Foot: ............... $188
Average days on Market: .................... 72

* Properties Sold Through MLS

Spring Newsletter

BY COLTER HOGGAN, PUBLICATIONS DIRECTOR

Neighbors are invited to submit articles to publications@wynnewoodnorth.org for consideration for the Spring newsletter no later than 3/21/19.

Inclusion of your article in the printed newsletter is based on the following guidelines:

- Size: Articles should not exceed 700 words (certain exceptions may apply).
- Adherence to the issue’s theme: “Keeping it Green”. Suggested topics: Earth Day, gardening, yard maintenance, Wynnewood flora and fauna, recycling/upcycling, or funny anecdotes.
TEXAS SECRETARY of STATE
RUTH R. HUGHS

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800246472
Original Date of Filing: September 11, 2003
Formation Date: N/A
Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Type: Non-Profit
Tax ID: 10305245556
Duration: Perpetual
FEIN:
Name: Wynnewood North Neighborhood Association
Address: 723 MAYRANT DR
Dallas, TX 75224-1425 USA

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Order  Return to Search

Instructions:
• To place an order for additional information about a filing press the 'Order' button.
WYNNEWOOD NORTH
NEIGHBORHOOD ASSOCIATION AMENDED AND RESTATED BYLAWS

ARTICLE I
Name, Location and Purpose

1.1 Name
The name of the organization shall be the WYNNEWOOD NORTH NEIGHBORHOOD ASSOCIATION, ("WNNA"). WNNA shall be a non-profit organization, organized under the laws of the State of Texas.

1.2 Location
The neighborhood of WNNA shall be the properties within the area which is bounded by North Manus on the north, Heyser on the south, the west side of Pratt on the east, and Shelmire on the west, and as further described in Exhibit A, attached hereto.

1.3 Purpose
The Bylaws shall govern WNNA and its members and facilitate the fulfillment of the purpose of the organization. The purpose of this non-profit organization shall be:

a. To determine the needs and goals of the neighborhood and to promote undertakings to satisfy such needs and achieve such goals.

b. To preserve the identity and integrity of the properties within the boundaries of the neighborhood as set forth herein.

c. To promote and encourage the safety, improvement and beautification of the neighborhood. WNNA shall be operated exclusively for such purposes; no part of the net earnings of WNNA shall inure to the benefit of any officer or member of WNNA or any private individual; no substantial part of the activities of WNNA shall be carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE II
Membership, Dues, Voting, Meetings and Quorum

2.1 Membership Eligibility
Membership in the WNNA shall be open to all residents, over the age of 18, of property within the boundaries of the neighborhood as set forth in Article I, Section 2, (the "Members"). All Members must reside within the boundaries of the neighborhood further defined in Exhibit A, attached hereto.
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 2020 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. Please explain the basis for the application’s eligibility to score the point for Tab 19, Part 7, Subpart B (Residents with Special Housing Needs).

2. Revise Tab 17 part 1 to state original construction year, units demolished and units reconstructed.

3. Regarding Tab 19, Existing Development Information form, part 1, the item that was marked as validation for applying in the At-Risk Set-Aside was “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.” Notwithstanding the history of the development’s donation by HUD, please identify the location in the application of documentation that the project proposed for demolition and reconstruction is HUD-owned or otherwise explain how the development proposal meets the requirement for applying for the At-Risk Set-Aside under the criterion selected. If applicable, document that the preceding two phases of redevelopment of property in the HUD transfer applied for (in the case of the Forward Commitment) or were awarded their tax credits via applications in the At-Risk Set-Aside.

4. Regarding part 2 of the exhibit referenced in item 2 above, please confirm that an application to HUD for a HAP contract for 29 units for 20 years as the application proposes, has not yet been made.

5. Regarding part 2, above, please explain how/why it is sufficient for participation in the At-Risk Set-Aside to replace the 82-unit HAP contract with a HAP contract for 29-units.

6. Please submit the rent roll as a pdf document.

7. Relocation Plan says $300,000 is budgeted. Cost Schedule lists a cost of $400,000.

8. Please label the accessible route on the site plan or provide a legend.

9. Please label the van accessible parking spaces on the site plan.

10. Please state that there is no floodplain on the site plan.

11. Tab 43 certification of common area includes the storage/telecom spaces, 1,221 square feet. Please see definition of Common Area and check for other inapplicable inclusions space and for inappropriate omissions of space.

12. Please submit the first floor plan for building 2.
13. Please label B1a floor plan (sheet A2.09) as ADA.
15. Building elevations must state percentages of each type of exterior cladding.
16. Please document via an email from Compliance that the development is eligible to use the local PHA utility allowances instead of the HAP contract allowances. If not eligible, revise the utility allowance exhibits, rent schedule, operating expense exhibit, pro formas (including the signed pro formas) and all other affected documentation based on the HAP utility allowances.
17. Please explain how the application qualifies for 12 points on the Cost per Square Foot scoring item given that the applicable NRA is 105,980, only, and the application does not qualify for points under the Opportunity Index.
18. BofA lender letter says application proposes income averaging. Tab 17 says 40/60.
20. Equity letter misstates the unit mix.
21. After resolving the utility allowance deficiency, the misstatement regarding income averaging, and the omission of the amortization and term of the proposed permanent loan, all cited above, please explain how the application is eligible for 26 points for the Financial Feasibility scoring item.

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 2020 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 2020 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 2020 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 Monday, June 15, 2020. 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)).*
June 15, 2020

Ben Sheppard, Specialist
Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: #20310; Highpoint at Wynnewood, Dallas, Dallas County, Texas;
Response to Deficiency Notice.

Dear Ben:

Please accept this response to your Deficiency Notice dated June 8, 2020. Responses will be made to your issues in the order given:

1. **Please explain the basis for the application’s eligibility to score the point for Tab 19, Part 7, Subpart B (Residents with Special Housing Needs).**

   We agree that the Application does not qualify for the one (1) point under §11.9(c)(6)(B). The exclusion of At-Risk applications was overlooked.

2. **Revise Tab 17 part 1 to state original construction year, units demolished and units reconstructed.**

   We hereby enclose a revised first page of Tab 17, which includes a revised Part 1 indicating that the Parks at Wynnewood Apartments were originally built in the 1940s and were rehbabed in 1995, of which 120 units will be demolished, to be replaced by 120 newly constructed units. [See Exhibit 2]

3. **Regarding Tab 19, Existing Development Information form, part 1, the item that was marked as validation for applying in the At-Risk Set-Aside was “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.” Notwithstanding the history of the development’s donation by HUD, please identify the location in the application of documentation that the project proposed for demolition and reconstruction is HUD-owned or otherwise explain how the development proposal meets the requirement for applying for the At-Risk Set-Aside under the criterion selected. If applicable, document that the preceding two phases of redevelopment of property in the HUD transfer applied for (in the case of the Forward Commitment) or were awarded their tax credits via applications in the At-Risk Set-Aside.

The 48.4077-acre site of Parks at Wynnewood was owned by HUD and then sold to Dallas City Homes, Inc. (the Seller’s predecessor in title) in 1993. A copy of the Amended and Restated Special Warranty Deed (the “HUD Deed”) is shown at page 274 of the Application. On page 279 of the Application, Article 4 of the HUD Deed references the original 15-year Section 8 HAP, which HUD agrees to provide to the Grantee for the benefit of the property in accordance with 24 CFR Part 886, Subpart C. That HAP has been renewed and extended multiple times, and has been the basis of the granting of 9% Housing Tax Credits to the first two phases of the redevelopment of Parks at Wynnewood. As evidence that the prior two phases of this redevelopment were awarded 9% tax credits through the At-Risk Set-Aside, I provide you with copies of the following:

(i) The At-Risk and USDA Awarded and Active Applications Log dated as of September 9, 2010, which shows that #10044 Wynnewood Seniors Housing was awarded a Forward Commitment of 2011 Credits Made in 2010, with the Nonprofit and At-Risk Set-Aside boxes checked; and

(ii) The 2013 Competitive (9%) Housing Tax Credit (HTC) Program Awards and Waiting List Recommendations dated as of November 4, 2013, which shows that #13234 Wynnewood Family Housing was awarded a Commitment of 2013 Credits, with the Nonprofit and At-Risk Set-Asides indicated.

If any additional evidence of such qualification for the At-Risk Set-Aside is needed, please let me know. I am working from home during the Corona Virus Pandemic and the above are the evidence readily available to me. [See Exhibit 3]

4. Regarding part 2 of the exhibit referenced in item 2 above, please confirm that an application to HUD for a HAP contract for 29 units for 20 years as the application proposes, has not yet been made.

Although we have not yet applied to HUD for the HAP to be divided and extended, we have discussed this plan with HUD and they are aware that the request will be made if the Project is awarded Tax Credits. This is how it was handled for the prior two phases of redevelopment.

5. Regarding part 2, above, please explain how/why it is sufficient for participation in the At-Risk Set-Aside to replace the 82-unit HAP contract with a HAP contract for 29-units.

When we first started this redevelopment of the 404-unit Parks at Wynnewood, that development had a HAP providing Section 8 subsidy for 127 units. We have transferred portions of the Section 8 units to the various phases of redevelopment. The first phase of
the redevelopment used Section 8 subsidy for 11 senior units, which were allocated to the Wynnewood Seniors Housing project (now known as Highpoint Seniors). The second phase of redevelopment used 34 units of Section 8 subsidy for Wynnewood Family Housing (now known as Highpoint Family Living). Section 8 subsidy for 82 units remains with the parent development, of which we plan to use 29 for the current Applicant, leaving sufficient subsidy for 53 units still available to the remaining units at Parks at Wynnewood.

6. Please submit the rent roll as a pdf document.

   We have enclosed a copy of the rent roll as a PDF document as Exhibit 6. This is submitted separately per Tab 20 instructions.

7. Relocation Plan says $300,000 is budgeted. Cost Schedule lists a cost of $400,000.

   Initial estimates for the relocation budget were less than $400,000 but the final estimated costs are $400,000. We have enclosed an updated page from the relocation plan with the $400,000 figure highlighted and have not subsequently changed the development cost schedule line item for Relocation Costs. This is enclosed as Exhibit 7.

8. Please label the accessible route on the site plan or provide a legend.

   Please see Exhibit 8 which has a revised site plan with an accessible route marked.

9. Please label the van accessible parking spaces on the site plan.

   Exhibit 9 shows the revised site plan with accessible parking spaces labeled.

10. Please state that there is no floodplain on the site plan.

    Please see Exhibit 10 which indicates there is no floodplain on the site plan.

11. Tab 43 certification of common area includes the storage/telecom spaces, 1,221 square feet. Please see definition of Common Area and check for other inapplicable inclusions space and for inappropriate omissions of space.

    Please see enclosed revised Tab 43 certification that includes an appropriate accounting of Common Area as Exhibit 11.

12. Please submit the first floor plan for building 2.

    Please see Exhibit 12 for the missing first floor plan for building 2.

13. Please label B1a floor plan (sheet A2.09) as ADA.

    Exhibit 13 attached shows the B1a floor plan labeled as ADA.

Please see Exhibit 14 which shows roof pitches for building elevations.

15. Building elevations must state percentages of each type of exterior cladding.

Revised Exhibit 15 shows the percentages of each type of exterior cladding for the buildings.

16. Please document via an email from Compliance that the development is eligible to use the local PHA utility allowances instead of the HAP contract allowances. If not eligible, revise the utility allowance exhibits, rent schedule, operating expense exhibit, pro formas (including the signed pro formas) and all other affected documentation based on the HAP utility allowances.

A letter from Compliance approving the HAP utility allowances in the enclosed schedule has been enclosed; along with the requested modifications to the rent schedule, operating expenses, utility allowance tab, and the signed proforma. This has been enclosed as Exhibit 16.

17. Please explain how the application qualifies for 12 points on the Cost per Square Foot scoring item given that the applicable NRA is 105,980, only, and the application does not qualify for points under the Opportunity Index.

Per the attached development cost schedule, the applicant’s voluntary reduced basis qualifies for 12 points under Voluntary Eligible Building Costs. The eligible basis and total costs of the development have not changed since the application submittal date and the reduction was always applicable. Due to this, the application meets the requirements for 12 points under the Voluntary Eligible Basis Costs Reduction criteria.

18. BofA lender letter says application proposes income averaging. Tab 17 says 40/60.

The enclosed Exhibit 18 rectifies this typo in the BofA lender letter.


The enclosed Exhibit 18 specifies the term and amortization of the permanent loan that was acknowledged by the lender previously by signing the Proforma.

20. Equity letter misstates the unit mix.

The enclosed Exhibit 20 rectifies this typo.

21. After resolving the utility allowance deficiency, the misstatement regarding income averaging, and the omission of the amortization and term of the proposed permanent loan, all cited above, please explain how the application is eligible for 26 points for the Financial Feasibility scoring item.
The utility allowance deficiency and typo errors have been resolved per the instructions from TDHCA. The application still is eligible for the 26 points for the Financial Feasibility scoring due to having a signed proforma from the lender and financing letters from the lender that meet the terms of the signed proforma. The lender has provided a reaffirmation letter that states the following:

“The 15-year proforma signed by me on June 11th, 2020 is still consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Bank of America current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. Per my review of the Proforma signed by me on June 11th, 2020; there is not a significant change to the financial feasibility of the development per our underwriting standards and my approval of the financial feasibility of Highpoint at Wynnewood is unchanged from February 28th, 2020, when I signed the Proforma. The debt service for each year maintains no less than a 1.15 debt coverage ratio and my understanding is that any changes made to the Proforma were due to programmatic changes required by TDHCA.”

According to the lender’s reaffirmation, his view of the financial feasibility of the development has not changed since the time of application and the modifications to the utility allowance schedule and proforma does not change his underwriting of feasibility or his statement prior that the development is financially feasible. The lender affirmation is included as Exhibit 21, and applicant believes that all necessary requirements for the 26 points have been met.

Sincerely,

Tamea A. Dula

Attachments – Exhibits 1-21

CC: Kathy Krickhahn
    Charmaine Atherton
    Justin Gregory
    Darren Smith
    Barry Palmer
    Sarah Scott
EXHIBIT 1

NONE
EXHIBIT 2

Revised Tab 17, Part 1
1. The proposed Development is: (Check all that apply)

- [ ] New Construction
- [ ] and/or: (adaptive reuse select New Construction here and adaptive reuse in next box)

NOTE: Definition of “Adaptive Reuse” has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

Previous TDHCA # 93057 & 95081
If Acquisition/Rehab or Rehab, original construction year: approx. 1940s
If Reconstruction, Units Demolished 120 Units Reconstructed 120

2. The Target Population will be:

- [ ] General
- [ ] NOTE: If “Elderly Development”, 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):

- [ ] Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- [ ] The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- [ ] Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
  - [ ] Homeless or Persons at-risk of homelessness
  - [ ] Persons with physical, intellectual, and/or developmental disabilities
  - [ ] Youth aging out of foster care
  - [ ] Persons eligible to receive primarily non-medical home or community-based services
  - [ ] Persons transitioning out of institutionalized care
  - [ ] Persons unable to secure permanent housing elsewhere due to high barriers
  - [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities)
  - [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.
- [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
EXHIBIT 3

(i) The At-Risk and USDA Awarded and Active Applications Log dated as of September 9, 2010

(ii) 2013 Competitive (9%) Housing Tax Credit (HTC) Program Awards and Waiting List Recommendations dated as of November 4, 2013
## Estimated State Ceiling to be Allocated: $8,115,778

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<thead>
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<th>Region</th>
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<th>Recommended Credit</th>
<th>Owner Contact</th>
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<th>Final Score</th>
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1 = Status of Award Abbreviation: Development Previously Awarded 2009 Housing Tax Credits=A, Forward Commitment from 2011 Ceiling=F, Not Recommended for Award=N.
2 = Allocation: Rural Regional Allocation or Urban Regional Allocation.
3 = Set-Aside Abbreviations: TRDO-USDA=USDA, Nonprofit=NP, At-Risk=AR.
4 = Target Population Abbreviation: Intergenerational=I, Elderly=E, General=G.
5 = Housing Activity: New Construction=NC, Rehabilitation (includes Reconstruction)=RH, Adaptive Reuse=ADR.
6 = Comment: Reason for Recommendation
* = Development is displaying the requested amount because a real estate analysis has not yet been completed.
** = Property site is located in a Hurricane Ike County.

Page 1 of 2

Friday, September 24, 2010
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**Total:**

14 Total Applications

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**Total:**

14 Total Applications

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**Total:**

14 Total Applications

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6 = Comment: Reason for Recommendation

* = Development is displaying the requested amount because a real estate analysis has not yet been completed.

** = Property site is located in a Hurricane Ike County.
### 2013 Competitive (9%) Housing Tax Credit (HTC) Program Awards and Waiting List Recommendations

#### Version date: November 4, 2013

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<th>Region</th>
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<td>Target Population</td>
<td>Low Income Units</td>
<td>REA review complete</td>
<td>Applicant Contact</td>
<td>Status of Award</td>
<td>Census Tract</td>
<td>Amount Available in USDA Set-Aside</td>
<td>Estimated Amount Available to Allocate</td>
<td>Total HTCs Requested/Awarded</td>
<td>Amount Available in Region 1/Urban</td>
<td>Amount Available in Region 2/Rural</td>
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</table>
Rent roll was extracted and saved separately - bps
EXHIBIT 4

NONE
EXHIBIT 5

NONE
EXHIBIT 6

Revised Rent Roll (Per Tab 21 Instructions)
• Identifying other housing developments in the area to which the relocating residents might wish to move during construction. To the extent the resident prefers to find suitable accommodations themselves, they will have the ability to do so.
• Coordinate the actual physical moving process with 3rd party movers (bonded) with the cost of the move to be borne by the Project Owner, not the resident.
• Packing supplies will be supplied to the residents at no cost so that each resident may pack their belongings at no cost. Reasonable accommodations will be provided, as applicable.
• Assist the relocating residents by paying any and all reasonable costs and deposits required for turning on the utilities in their new home.
• When Highpoint at Wynnewood is completed, to the extent the relocating residents wish to move back to the newly built development, the Project Owner will also cover the cost of moving the residents back, inclusive of utility deposits.
• Ensuring that there is ample communication between the Project Owner and relocating residents with respect to anticipated move dates to their new home and back to the development should they wish to move back post completion.
• To the extent there are vacant units at the Parks not impacted by this demolition, the residents, on a first come first served basis will be given the opportunity to first move within the existing development, at no cost to them as it relates to moving expenses.

This package of benefits is identical to what was provided with each of the relocation efforts done for Redevelopment Phases I and II.

III. Reasonable Accommodation

Households with special needs and language translation needs will require a higher level of assistance during the temporary relocation process. While specific data is not available at this time, many of the residents have physical (mobility, sight, and hearing) impairments and other impairments such as mental or emotional needs that must be planned for and accommodated during the temporary relocation process. Specific language assistance needs are not known at this time. It is expected that most households will prefer to communicate in English. The interview process will identify such concerns on a per-household basis.

Special needs will be a central and important consideration in the execution of the relocation process. Where possible, residents will be kept near the medical and social services that they may require. Where necessary, written communications will be translated into the household’s primary language or an interpreter will be utilized to communicate with them effectively.

IV. Relocation Expenses; Funding

The development team has budgeted approximately $400,000 for the relocation effort. The development team has identified a combination of LIHTC equity proceeds from syndication and construction loan proceeds to cover the budgeted relocation costs.
EXHIBIT 8

Revised Site Plan with Accessible Route Marked
EXHIBIT 9

Revised Site Plan with Accessible Parking Spaces Marked

[Please see Exhibit 8]
EXHIBIT 10

Revised Site Plan with Indication of No Floodplain

[Please see Exhibit 8]
EXHIBIT 11

Revised Tab 43 certification
Engineer/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 CFR 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 CFR 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 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), 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) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov't Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

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) 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), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage of the Development is 105,980 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 49,418 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By: ____________________________

Signature

02/27/2020

Date

J. Marc Tolson, AIA

Printed Name

TX #19211

License Number and State

ARRIVE Architecture Group

Firm Name (If applicable)
EXHIBIT 12

Attached is the Missing First Floor Building Plan for Building 2
A1.21 BLDG. 2 FIRST FLOOR OVERALL PLAN

FLOOR PLAN GENERAL NOTES

1. THE FLOOR PLAN, ENTRY/EXIT ELEVATION, TAXIWAY ELEVATION, AND WALL TYPE LEGEND ARE INCLUDED TO PROVIDE GENERAL INFORMATION. 

2. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.

3. NOTE THAT THIS SHEET IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE ANY CONCRETE AGREEMENTS OR CONTRACTS.

4. CONSTRUCTION PLANS MUST BE USED AS THE BASIS FOR THIS SHEET. THE DETAILS SHOWN ON THIS SHEET MAY BE DIFFERENT THAN WHAT IS SHOWN ON THE CONSTRUCTION PLANS.

5. WALL TYPE LEGEND

WALL TYPE LEGEND

<table>
<thead>
<tr>
<th>WALL TYPE</th>
<th>DESCRIPTION</th>
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<tr>
<td>DW</td>
<td>WALL TYPE LEGEND</td>
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<tr>
<td>A1.21</td>
<td>BLDG. 2 FIRST FLOOR OVERALL</td>
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SYMBOLS & DEFINITIONS

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<th>DEFINITION</th>
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<tbody>
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<td>A</td>
<td>LETTER</td>
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<td>1</td>
<td>NUMBER</td>
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</table>

BUILDING 2
EXHIBIT 13

Revised B1a floor plan labeled as ADA
EXHIBIT 14

Revised Building Elevations Showing Roof Pitches
EXHIBIT 15

Revised Building Elevations Showing Percentages of Each Type of Exterior Cladding

[Please see Exhibit 14]
EXHIBIT 16

HAP Utility Allowance Approval and Requested Modifications to the Rent Schedule, Operating Expenses, Utility Allowance Tab, and the Signed Proforma
### Rent Schedule

#### Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</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>Total Monthly Rent</th>
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<td><strong>TOTAL</strong></td>
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<td>105,980</td>
<td>102,094</td>
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**Non Rental Income**
- $10.00 per unit/month for: late fees, pet deposits

**TOTAL NONRENTAL INCOME**
- $10.00 per unit/month

**POTENTIAL GROSS MONTHLY INCOME**
- $103,294

- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (7,747)

**EFFECTIVE GROSS MONTHLY INCOME**
- 95,547

**12 = EFFECTIVE GROSS ANNUAL INCOME**
- 1,146,563

If a revised form is submitted, date of submission: 6/14/2020

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

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".

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.
## Rent Schedule (Continued)

### Housing

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### Tax Credits

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<tr>
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Total HTC Units: 120

### Direct Loan (NHTF)

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<tr>
<td>HTF Total</td>
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### Mortgage Revenue

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<tr>
<td>MRB80%</td>
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### Bond

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<td>MRBMR Total</td>
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<tr>
<td>MRB Total</td>
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</table>

### Direct Loan (HOME, TCAP RF, and/or NSP1 PI)

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<tbody>
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Direct Loan Total: 0

### Other

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Total OT Units: 29

### Bed Sizes

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<td>$111.73</td>
<td>$100.73</td>
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ACQUISITION + HARD

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
### 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.

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<th>Who Pays</th>
<th>Energy Source</th>
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<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
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</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
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</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td>$ 84</td>
<td>$ 167</td>
<td>$ 194</td>
<td></td>
<td></td>
<td>Section 8 HAP Contract (8/5/19)</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Paid by Tenant**
- $ -  $ 84.0  $ 167.0  $ 194.0  $ -

**Other (Describe)**

If a revised form is submitted, date of submission: 6/14/2020
# EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")**

**BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: TX16E000019  
FHA Project Number (if applicable): N/A  

Effective Date of the Rent Increase (if applicable): 7/1/2019

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>2 BR</td>
<td>$631</td>
<td>$167</td>
<td>$798</td>
</tr>
<tr>
<td>4</td>
<td>3 BR</td>
<td>$789</td>
<td>$194</td>
<td>$983</td>
</tr>
<tr>
<td>26</td>
<td>4 BR</td>
<td>$1,163</td>
<td>$254</td>
<td>$1,417</td>
</tr>
</tbody>
</table>

**NOTE:** This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX16E000058
FHA Project Number (if applicable):
Effective Date of the Rent Increase (if applicable):

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>1 BR</td>
<td>425</td>
<td>84</td>
<td>509</td>
</tr>
<tr>
<td>4</td>
<td>1 BR</td>
<td>425</td>
<td>84</td>
<td>509</td>
</tr>
</tbody>
</table>

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007
Justin,

That will work. If you have the HAP numbers for a 1 bedroom then you should use that for those units. Let me know if there are any other questions.

Thank you,

Cara Pollei
Compliance Monitor
(512) 475-3821

Justin Gregory
Financial Analyst
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
O (513) 964-1152, C (724) 561-3196
First off, you would need to attempt to get a HUD schedule with the 1 bedrooms listed. If you are unable to get that then you can submit the evidence of the attempt and you could then use another methodology. Assuming you do not have MFDL funding from the Department, the PHA methodology would be okay. In order to approve that method we would have to see the evidence of the HUD request to get the other unit size added.

If that does not fully answer your question please let me know, I will be happy to help further.

Thank you,

Cara Pollei
Compliance Monitor
(512) 475-3821

From: Justin Gregory <Justin.Gregory@mvahpartners.com>
Sent: Wednesday, June 10, 2020 9:41 AM
To: Cara Pollei <cara.pollei@tdhca.state.tx.us>
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

Follow up question.

If the HAP utility allowances are only stated for 2 and 3 bedrooms and the property has one bedrooms; what is the property utility allowance, the PHA allowance for the 1 bedroom?

Thank you,

Justin Gregory
Financial Analyst
Empower People
Enhance Communities
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
O (513) 964-1152, C (724) 561-3196

From: Cara Pollei <cara.pollei@tdhca.state.tx.us>
Sent: Wednesday, June 10, 2020 9:59 AM
To: Justin Gregory <Justin.Gregory@mvahpartners.com>
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

You’re welcome.

Cara Pollei
Compliance Monitor
(512) 475-3821
From: Justin Gregory <Justin.Gregory@mvahpartners.com>  
Sent: Wednesday, June 10, 2020 8:58 AM  
To: Cara Pollei <cara.pollei@tdhca.state.tx.us>  
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

Thank you for the quick confirmation.

From: Cara Pollei <cara.pollei@tdhca.state.tx.us>  
Sent: Wednesday, June 10, 2020 9:48 AM  
To: Justin Gregory <Justin.Gregory@mvahpartners.com>  
Subject: RE: Question Regarding Development with Mix of Project Based Vouchers and LIHTC Units.

Good morning,

Since Utility Allowances are monitoring on a building basis, you will need to make sure that the building in which the HUD Funding is present has all units rent restricted using the HUD Utility Allowance. So, if all of the buildings at the Development will have Project Based units in the building, then all of the buildings (units) will utilize the HUD Utility Allowance.

If you need more information please let me know, I am happy to help.

Thank you,

Cara Pollei  
Compliance Monitor  
Texas Department of Housing and Community Affairs  
221 E. 11th Street | Austin, TX 78701  
Office: 512.475-3821  
Fax: 512.475-3359

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.
Hello Cara,

We received a deficiency notice regarding our application for Highpoint at Wynnewood that is due next Monday. We have 29 units in a mix of all of the buildings in the development that are Project Based Units through a HAP contract.

Will we need to utilize the Project Based HAP utility allowances for every unit in that building that has the same bedroom types as the Project Based Units?

Thank you,

Justin Gregory
Financial Analyst

Empower People
Enhance Communities
### ANNUAL OPERATING EXPENSES

**General & Administrative Expenses**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$6,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$12,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$6,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$13,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $42,000

| Management Fee:       | Percent of Effective Gross Income: 6.11% | $70,093 |

**Payroll, Payroll Tax & Employee Benefits**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$95,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$48,000</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $143,000

**Repairs & Maintenance**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$6,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$30,000</td>
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<tr>
<td>Repairs</td>
<td>$29,000</td>
</tr>
<tr>
<td>Other</td>
<td>Building Services $2,500</td>
</tr>
</tbody>
</table>

**Total Repairs & Maintenance:** $98,500

**Utilities (Enter Only Property Paid Expense)**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$24,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$14,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$40,000</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
</tbody>
</table>

**Total Utilities:** $78,000

**Annual Property Insurance:** Rate per net rentable square foot: $0.57 | $60,000

**Property Taxes:**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$132,000</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
</tbody>
</table>

**Total Property Taxes:** $132,000

**Reserve for Replacements:** Annual reserves per unit: $250 | $30,000

**Other Expenses**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
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<tr>
<td>Supportive Services</td>
<td>$4,560</td>
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<tr>
<td>TDHCA Compliance fees</td>
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<td>TDHCA Bond Compliance Fees</td>
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<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
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<td>Security</td>
<td>$3,584</td>
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<tr>
<td>Other</td>
<td>Franchise Tax</td>
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</table>

**Total Other Expenses:** $8,144

**TOTAL ANNUAL EXPENSES**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage Payment</td>
<td>$413,690</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee</td>
<td>$0.10%</td>
</tr>
</tbody>
</table>

**NET OPERATING INCOME (before debt service):** $484,826

**NET CASH FLOW:** $71,136

---

If a revised form is submitted, date of submission: 06/14/20
### INCOME

<table>
<thead>
<tr>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR 1: $1,225,128</td>
</tr>
<tr>
<td>YEAR 2: $1,249,631</td>
</tr>
<tr>
<td>YEAR 3: $1,274,623</td>
</tr>
<tr>
<td>YEAR 4: $1,300,116</td>
</tr>
<tr>
<td>YEAR 5: $1,326,118</td>
</tr>
<tr>
<td>YEAR 10: $1,464,141</td>
</tr>
<tr>
<td>YEAR 15: $1,616,530</td>
</tr>
</tbody>
</table>

**Secondary Income**

| YEAR 1: $14,400                      |
| YEAR 2: $14,688                      |
| YEAR 3: $14,982                      |
| YEAR 4: $15,281                      |
| YEAR 5: $15,587                      |
| YEAR 10: $17,209                     |
| YEAR 15: $19,000                     |

**Provision for Vacancy & Collection Loss**

| YEAR 1: $(-92,965)                  |
| YEAR 2: $(-94,824)                  |
| YEAR 3: $(-96,720)                  |
| YEAR 4: $(-98,655)                  |
| YEAR 5: $(-100,628)                 |
| YEAR 10: $(-111,101)                |
| YEAR 15: $(-122,665)                |

**Rental Concessions**

| YEAR 1: $0                           |
| YEAR 2: $0                           |
| YEAR 3: $0                           |
| YEAR 4: $0                           |
| YEAR 5: $0                           |
| YEAR 10: $0                          |
| YEAR 15: $0                          |

**EFFECTIVE GROSS ANNUAL INCOME**

| YEAR 1: $1,146,563                   |
| YEAR 2: $1,169,495                   |
| YEAR 3: $1,192,885                   |
| YEAR 4: $1,216,742                   |
| YEAR 5: $1,241,077                   |
| YEAR 10: $1,370,249                  |
| YEAR 15: $1,512,866                  |

### EXPENSES

**General & Administrative Expenses**

| YEAR 1: $42,000                      |
| YEAR 2: $43,260                      |
| YEAR 3: $44,558                      |
| YEAR 4: $45,895                      |
| YEAR 5: $47,271                      |
| YEAR 10: $54,800                     |
| YEAR 15: $63,529                     |

**Management Fee**

| YEAR 1: $70,093                      |
| YEAR 2: $71,945                      |
| YEAR 3: $72,925                      |
| YEAR 4: $74,383                      |
| YEAR 5: $75,871                      |
| YEAR 10: $83,768                     |
| YEAR 15: $92,486                     |

**Payroll, Payroll Tax & Employee Benefits**

| YEAR 1: $143,000                     |
| YEAR 2: $147,290                     |
| YEAR 3: $151,709                     |
| YEAR 4: $156,260                     |
| YEAR 5: $160,948                     |
| YEAR 10: $172,360                    |
| YEAR 15: $189,300                    |

**Repairs & Maintenance**

| YEAR 1: $24,000                      |
| YEAR 2: $24,720                      |
| YEAR 3: $25,462                      |
| YEAR 4: $26,225                      |
| YEAR 5: $27,012                      |
| YEAR 10: $28,820                     |
| YEAR 15: $31,315                     |

**Electric & Gas Utilities**

| YEAR 1: $54,000                      |
| YEAR 2: $55,620                      |
| YEAR 3: $57,289                      |
| YEAR 4: $59,007                      |
| YEAR 5: $60,777                      |
| YEAR 10: $70,458                     |
| YEAR 15: $81,680                     |

**Annual Property Insurance Premiums**

| YEAR 1: $60,000                      |
| YEAR 2: $61,800                      |
| YEAR 3: $63,654                      |
| YEAR 4: $65,564                      |
| YEAR 5: $67,531                      |
| YEAR 10: $78,286                     |
| YEAR 15: $90,755                     |

**Property Tax**

| YEAR 1: $132,000                     |
| YEAR 2: $135,960                     |
| YEAR 3: $140,039                     |
| YEAR 4: $144,240                     |
| YEAR 5: $148,567                     |
| YEAR 10: $172,230                    |
| YEAR 15: $199,662                    |

**Reserve for Replacements**

| YEAR 1: $30,000                      |
| YEAR 2: $30,900                      |
| YEAR 3: $31,827                      |
| YEAR 4: $32,782                      |
| YEAR 5: $33,765                      |
| YEAR 10: $39,143                     |
| YEAR 15: $45,378                     |

**Other Expenses**

| YEAR 1: $8,144                       |
| YEAR 2: $8,388                       |
| YEAR 3: $8,640                       |
| YEAR 4: $8,899                       |
| YEAR 5: $9,166                       |
| YEAR 10: $10,626                     |
| YEAR 15: $12,319                     |

**TOTAL ANNUAL EXPENSES**

| YEAR 1: $661,737                     |
| YEAR 2: $680,888                     |
| YEAR 3: $700,600                     |
| YEAR 4: $720,889                     |
| YEAR 5: $741,771                     |
| YEAR 10: $855,729                    |
| YEAR 15: $987,401                    |

**NET OPERATING INCOME**

| YEAR 1: $484,826                     |
| YEAR 2: $488,606                     |
| YEAR 3: $492,285                     |
| YEAR 4: $495,854                     |
| YEAR 5: $499,306                     |
| YEAR 10: $514,521                    |
| YEAR 15: $525,465                    |

### DEBT SERVICE

**First Deed of Trust Annual Loan Payment**

| YEAR 1: $413,690                     |
| YEAR 2: $413,690                     |
| YEAR 3: $413,690                     |
| YEAR 4: $413,690                     |
| YEAR 5: $413,690                     |
| YEAR 10: $413,690                    |
| YEAR 15: $413,690                    |

**Second Deed of Trust Annual Loan Payment**

**Third Deed of Trust Annual Loan Payment**

**Other Annual Required Payment**

**ANNUAL NET CASH FLOW**

| YEAR 1: $71,136                      |
| YEAR 2: $74,916                      |
| YEAR 3: $78,595                      |
| YEAR 4: $82,164                      |
| YEAR 5: $85,616                      |
| YEAR 10: $100,831                    |
| YEAR 15: $111,775                    |

**CUMULATIVE NET CASH FLOW**

| YEAR 1: $71,136                      |
| YEAR 2: $146,053                     |
| YEAR 3: $224,648                     |
| YEAR 4: $306,811                     |
| YEAR 5: $392,427                     |
| YEAR 10: $858,542                    |
| YEAR 15: $1,390,057                  |

**Debt Coverage Ratio**

| YEAR 1: 1.17                         |
| YEAR 2: 1.15                         |
| YEAR 3: 1.18                         |
| YEAR 4: 1.20                         |
| YEAR 5: 1.21                         |
| YEAR 10: 1.24                        |
| YEAR 15: 1.27                        |

**Asset Management Fee**

| YEAR 1: $5,000                       |
| YEAR 2: $5,000                       |
| YEAR 3: $5,000                       |
| YEAR 4: $5,000                       |
| YEAR 5: $5,000                       |
| YEAR 10: $5,000                      |
| YEAR 15: $5,000                      |

**Deferred Developer Fee**

| YEAR 1: 66,136                       |
| YEAR 2: 69,916                       |
| YEAR 3: 71,717                       |

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>$1,225,128</td>
<td>$1,249,631</td>
<td>$1,274,623</td>
<td>$1,300,116</td>
<td>$1,326,118</td>
<td>$1,464,141</td>
<td>$1,616,530</td>
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<tr>
<td>Secondary Income</td>
<td>$14,400</td>
<td>$14,688</td>
<td>$14,982</td>
<td>$15,281</td>
<td>$15,587</td>
<td>$17,209</td>
<td>$19,000</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,239,528</td>
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<td>$1,341,705</td>
<td>$1,481,351</td>
<td>$1,635,531</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,965)</td>
<td>($94,824)</td>
<td>($96,720)</td>
<td>($98,655)</td>
<td>($100,628)</td>
<td>($111,101)</td>
<td>($122,665)</td>
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<tr>
<td>Rental Concessions</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,146,563</td>
<td>$1,169,495</td>
<td>$1,192,885</td>
<td>$1,216,742</td>
<td>$1,241,077</td>
<td>$1,370,249</td>
<td>$1,512,866</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>$42,000</td>
<td>$43,260</td>
<td>$44,558</td>
<td>$45,895</td>
<td>$47,271</td>
<td>$54,800</td>
<td>$63,529</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$70,093</td>
<td>$71,945</td>
<td>$72,925</td>
<td>$74,383</td>
<td>$75,871</td>
<td>$83,768</td>
<td>$92,486</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$143,000</td>
<td>$147,290</td>
<td>$151,709</td>
<td>$156,260</td>
<td>$160,948</td>
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<td>Repairs &amp; Maintenance</td>
<td>$98,500</td>
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<td>$104,499</td>
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<td>$110,863</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$24,000</td>
<td>$24,720</td>
<td>$25,462</td>
<td>$26,225</td>
<td>$27,012</td>
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<td>$59,007</td>
<td>$60,777</td>
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<td>$81,680</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$60,000</td>
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<td>$63,654</td>
<td>$65,564</td>
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<tr>
<td>Property Tax</td>
<td>$132,000</td>
<td>$135,960</td>
<td>$140,039</td>
<td>$144,240</td>
<td>$148,567</td>
<td>$172,230</td>
<td>$199,662</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
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<tr>
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<td>$8,388</td>
<td>$8,640</td>
<td>$8,899</td>
<td>$9,166</td>
<td>$10,626</td>
<td>$12,319</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$661,737</td>
<td>$680,888</td>
<td>$700,600</td>
<td>$720,889</td>
<td>$741,771</td>
<td>$855,729</td>
<td>$987,401</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$484,826</td>
<td>$488,606</td>
<td>$492,285</td>
<td>$495,854</td>
<td>$499,306</td>
<td>$514,521</td>
<td>$525,465</td>
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</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>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
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</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
<td>$413,690</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$71,136</td>
<td>$74,916</td>
<td>$78,595</td>
<td>$82,164</td>
<td>$85,616</td>
<td>$100,831</td>
<td>$111,775</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$71,136</td>
<td>$146,053</td>
<td>$224,648</td>
<td>$306,811</td>
<td>$392,427</td>
<td>$858,542</td>
<td>$1,390,057</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.24</td>
<td>1.27</td>
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<tr>
<td>Asset Management Fee</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Deferred Developer Fee</td>
<td>$66,136</td>
<td>$69,916</td>
<td>$51,717</td>
<td>$51,717</td>
<td>$51,717</td>
<td>$51,717</td>
<td>$51,717</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

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)
EXHIBIT 17

Development Cost Schedule
This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Eligible Basis (If Applicable)</th>
<th>Cost</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,000,000</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
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<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
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<td>0</td>
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<tr>
<td><strong>OFF-SITES</strong></td>
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<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>35,940</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>20,091</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td></td>
<td>56,031</td>
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<td>0</td>
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<tr>
<td><strong>SITE WORK</strong></td>
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<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>100,000</td>
<td></td>
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</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>400,000</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Rough grading</td>
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<td>157,000</td>
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<tr>
<td>Fine grading</td>
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<td>156,000</td>
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<tr>
<td>On-site concrete</td>
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<tr>
<td>On-site electrical</td>
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<td>65,000</td>
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<tr>
<td>On-site paving</td>
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<td>521,835</td>
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<tr>
<td>On-site utilities</td>
<td>114,775</td>
<td>114,775</td>
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<td>Decorative masonry</td>
<td>92,600</td>
<td>92,600</td>
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<td></td>
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<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>12,500</td>
<td>12,500</td>
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<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
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<td>1,313,910</td>
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<td><strong>SITE AMENITIES</strong></td>
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<tr>
<td>Landscaping</td>
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<td>300,000</td>
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</tr>
<tr>
<td>Pool and decking</td>
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<td></td>
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<tr>
<td>Athletic court(s), playground(s)</td>
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<td>25,000</td>
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<tr>
<td>Fencing</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td><strong>Subtotal Site Amenities Cost</strong></td>
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<td><strong>BUILDING COSTS</strong></td>
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<tr>
<td>Concrete</td>
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<td>1,420,566</td>
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<tr>
<td>Masonry</td>
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<td>1,100,000</td>
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<tr>
<td>Metals</td>
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<td>350,000</td>
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</tr>
<tr>
<td>Woods and Plastics</td>
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<td>800,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>400,000</td>
<td>400,000</td>
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</tr>
<tr>
<td>Roof Covering</td>
<td>225,000</td>
<td>225,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>730,000</td>
<td>730,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Before 11.9(e)(2)</td>
<td>Before 11.9(e)(2)</td>
<td>Subtotal Building Costs</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------------</td>
<td></td>
</tr>
<tr>
<td>Finishes</td>
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<td>500,000</td>
<td>$10,675,566</td>
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<tr>
<td>Specialties</td>
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<td>600,000</td>
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<tr>
<td>Equipment</td>
<td>400,000</td>
<td>400,000</td>
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<tr>
<td>Furnishings</td>
<td>650,000</td>
<td>650,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td>500,000</td>
<td>500,000</td>
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<tr>
<td>Conveying Systems (Elevators)</td>
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<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,500,000</td>
<td>1,500,000</td>
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</tr>
<tr>
<td>Electrical</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>500,000</td>
<td>500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**

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.

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>Before 11.9(e)(2)</th>
<th>Subtotal Building Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Enter amount to be used to achieve desired score.

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.

**TOTAL HARD COSTS**

<table>
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<tr>
<th>Description</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>623,197</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td>207,732</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>207,732</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td>623,197</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>623,197</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>Before 11.9(e)(2)</th>
<th>Subtotal Building Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
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</tbody>
</table>

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

Enter amount to be used to achieve desired score.

**SOFT COSTS**

<table>
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<tr>
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<th>Before 11.9(e)(2)</th>
<th>Before 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
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<td>394,931</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>33,236</td>
<td>33,236</td>
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<tr>
<td>Appraisal</td>
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<td>6,000</td>
</tr>
<tr>
<td>Market analysis</td>
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<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
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</tr>
<tr>
<td>Environmental impact assessment</td>
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**Contingency**

4.98% $643,224

**Total Contingency**

<table>
<thead>
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<th>Before 11.9(e)(2)</th>
<th>Before 11.9(e)(2)</th>
<th>Subtotal Building Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
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<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Survey</td>
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<tr>
<td>-------------------------</td>
<td>--------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
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<td>150,000</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
<td>132,000</td>
<td>132,000</td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
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<tr>
<td>Personal property taxes</td>
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<tr>
<td>Tenant Relocation</td>
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<tr>
<td>Soft Cost Contingency</td>
<td>100,000</td>
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<td></td>
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<tr>
<td>FF&amp;E</td>
<td>225,000</td>
<td>225,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$2,006,682</td>
<td>$0</td>
<td>$1,449,167</td>
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**FINANCING:**

### CONSTRUCTION LOAN(S)

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<th>Interest</th>
<th>669,708</th>
<th>629,708</th>
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<tr>
<td>Loan origination fees</td>
<td>200,000</td>
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<tr>
<td>Title &amp; recording fees</td>
<td>92,855</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
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<tr>
<td>Inspection fees</td>
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### PERMANENT LOAN(S)

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<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal</td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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</tr>
</tbody>
</table>

### OTHER FINANCING COSTS

<table>
<thead>
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<th>Tax credit fees</th>
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<td>Payment bonds</td>
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<td>Performance bonds</td>
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<tr>
<td>Credit enhancement fees</td>
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<tr>
<td>Mortgage insurance premiums</td>
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<tr>
<td>Cost of underwriting &amp; issuance</td>
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<tr>
<td>Syndication organizational cost</td>
<td>25,000</td>
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<tr>
<td>Tax opinion</td>
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<td>Refinance (existing loan payoff amt)</td>
<td>67,400</td>
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<tr>
<td>Tax Credit Fees- reservation</td>
<td>67,400</td>
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</table>

**Subtotal Financing Cost**

| $1,209,063 | $0 | $1,032,963 |

**DEVELOPER FEES**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

**6/14/2020**
General & administrative
Profit or fee
Subtotal Developer Fees | 15.27% |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,672,600</td>
</tr>
</tbody>
</table>

RESERVES
Rent-up - new funds
Rent-up - existing reserves*
Operating - new funds
Operating - existing reserves*
Replacement - new funds
Replacement - existing reserves*
Escrows - new funds
Escrows - existing reserves*
Subtotal Reserves

*Any existing reserve amounts should be listed on the Schedule of Sources.

TOTAL HOUSING DEVELOPMENT COSTS

|                          | 5 |
|--------------------------|
| $22,950,570 | $0 | $16,108,130 |

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

Total Eligible Basis

|                          | $0 | $16,108,130 |
|--------------------------|
| **High Cost Area Adjustment (100% or 130%)** | $0 | 130% |

Total Adjusted Basis

|                          | 100% |
|--------------------------|
| $20,940,569 |

Total Qualified Basis

|                          | 9.00% |
|--------------------------|
| $20,940,569 | $0 | $20,940,569 |

Credits Supported by Eligible Basis

|                          | $1,884,651 | $0 | $1,884,651 |
|--------------------------|
| Credit Request (from 17. Development Narrative) | $1,810,000 |

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.

Requested Score for 11.9(e)(2) | 12

Name of contact for Cost Estimate: Justin Gregory
Phone Number for Contact: (513) 964-1152
If a revised form is submitted, date of submission: 6/11/2020

The following calculations are for HTC Applications only.
EXHIBIT 18

Revised Lender Letter from Tab 35
February 24, 2020

VIA EMAIL

Michael Riechman
MVAH Partners
5950 Fairview Road, Suite 402
Charlotte, NC 28210
michael.riechman@mvahpartners.com

Re: Highpoint at Wynnewood

Dear Mr. Riechman:

Bank of America is pleased to provide this letter in support of the proposed Highpoint at Wynnewood Apartment development. This letter does not represent a firm commitment by the Bank for the financing, nor does it define all the terms and conditions of a loan commitment, but is a framework upon which a loan request may be considered. Issuance of a commitment by the Bank is subject to, among other things, the completion of the following items, and approval of the loan request under the Bank’s internal approval process. Upon your response to this letter and after providing any additional information which may be necessary, the Bank will proceed with the necessary due diligence and underwriting of the loan. An outline of the proposed terms is as follows:

**Project:**
To-be-constructed 120 unit multi-family rental development, known as Highpoint at Wynnewood Apartments, located in Dallas, TX. Proposed financing sources include Federal Low Income Housing Tax Credits and Bank financing, and rents will target tenants with maximum incomes of 60% of AMI utilizing the 40/60 aside.

**Borrower:**
TBD — form and substance of Borrower must be acceptable to the Bank.

**Loan Amounts:**
Based upon developer’s preliminary underwriting, the amount of financing would be as follows.

- Construction loan - the lesser of 80% loan to value or $20,000,000;
  - Construction loan interest - 30 Day Libor plus 250 basis points.
  - Interest only payable monthly for 24 months
  - Commitment fee - one percent (1.0%) of the total Loan Commitment, payable at closing.
• Permanent loan – the lessor of 85% loan to value or $5,750,000;
  o Term 30 years (360 months); Amortization 30 years (360 months)
  o The Bank estimates that, were the Note rate fixed as of the date of this letter, the 
    rate would be approximately 6.00%.
  o For underwriting purposes the Bank assumed a rate of 6.00%.
  o Commitment fee - one percent (1.0%) of the total Loan Commitment, payable at 
    closing.
  o The attached 15-year pro forma was prepared by the Applicant for Highpoint at 
    Wynnewood located in Dallas. The pro forma is consistent with the unit rental 
    rate assumptions, total operating expenses, net operating income, and debt 
    service coverage based on Bank of America 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.

Guarantor: Based on a preliminary review of the credit worthiness of MVAH Partners and its Principals. 
At this time, Bank of America 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.

Fees and Expenses: Borrower or guarantor will pay all reasonable costs incurred by the Bank in connection with 
the loans including, but not limited to legal, environmental, front end costs and document 
review/inspections, and appraisal, regardless of whether the loan closes.

Reporting Requirements: Annually: Borrower and Guarantors' financial statements and covenant 
compliance.
Annually: Property budget inclusive of Income, expenses and capital 
expenditures.
Monthly: Property operating statements, rent rolls, and rental summary report.

Collateral: 1) First Lien Deed of Trust on land and improvements constructed thereon.
2) UCC filing on furniture, fixtures and equipment.
3) Assignment of rents and leases, and management, construction, and 
archeticturel contracts, etc.

Other Requirements: All of the following to be acceptable to the Bank according to standards for loans 
of this type including, but not limited to: appraisal, ESA, legal documentation, 
title/survey, proposed standard lease form, front-end cost and document reviews 
and acceptance of final budget (includes adequate contingency, interest 
carry/operating deficit reserve, etc.), review of plans and specifications, 
condition of markets and submarkets, revenue and expenses pro-formas, 
financial review of Borrower, Guarantor, and general contractor, management 
agreement and subordination (as applicable), proof of all other funding sources, 
and other terms and conditions as may be required.
Please review the above conditions and feel free to give me a call if you have questions or wish to discuss further. We appreciate the opportunity to provide you with this letter of support, and look forward to working with you on this and other projects providing affordable housing to our community.

Sincerely,

Tom Barry
Senior Vice President
980.386.2131

Agreed and Accepted:

By: ________________________________
Name: Brian Mickey
Title: Authorized Signer
Date: 02/28/20
EXHIBIT 19

[See Exhibit 18]
EXHIBIT 20

Revised Equity Letter with Corrected Unit Mix
February 24, 2020

VIA EMAIL

Michael Riechman
MV AH Partners
5950 Fairview Road, Suite 402
Charlotte, NC 28210
michael.riechman@mvahpartners.com

Re: Equity Letter of Interest Highpoint at Wynnewood Apartments (the “Project”)

Dear Mr. Riechman:

Thank you for providing Bank of America with the opportunity to review the Highpoint at Wynnewood Apartment project. This letter of interest is submitted in support of your application for Low Income Housing Tax Credits. Bank of America, N.A. is interested in a potential investment for the receipt of these tax credits.

Your proposal contemplates the construction of a 120-unit LIHTC development called Highpoint at Wynnewood Apartments. This affordable family rental community will offer thirty (30) one bedroom units, sixty-six (66) two bedroom units and twenty-four (24) three bedroom units with six (6) market rate units. The affordability restrictions will be restricted to households earning 30%, 50% and 60% of the Area Median Income and six (6) market rate units. The project is located in:

Dallas, Texas.

We estimate that we will be able to provide $0.94 in equity for every dollar of Federal Low Income Housing Tax Credit. We intend to receive 99.99% of the credits generated by the Project. Based on our current projections, this will yield total equity of $17,012,299. Please note that we will re-evaluate our pricing 30 to 60 days before closing, and our pricing will reflect our yield and shareholder requirements as well as our anticipated ability to use the credits at that point in time.

In addition, please understand that this equity investment will be subject to acceptance of a Bank of America proposal for construction debt, verification of development information, and completion of our underwriting, due diligence and documentation. Specific terms of both the equity and debt will be provided upon completion of our normal due diligence process.
Subject to underwriting, due diligence, and credit approval, the terms of the equity investment will include the following:

- Equity will be released as follows: 20% at Closing; 50% at Completion; 25% at stabilization/conversion and 5% at receipt of 8609.
- Project rents will be underwritten at a level no greater than 90% of market rents or 100% of LIHTC rents.
- Income to Expense, inclusive of reserves, of 1.15:1.00 or greater.
- Replacement Reserves of at least $250 per unit per year.
- Operating reserve of at least $530,000.
- A Lien Free Completion and Development Deficit Guaranty from MVAH Partners.
- An Operating Deficit Guaranty, representing a minimum of 6 months of operating expense plus must pay debt service and reserves, for a term of 5 years following 12 consecutive months of breakeven operations, from MVAH Partners.
- A Tax Credit and Recapture Guaranty from MVAH Partners.
- Adjuster clauses for the delayed delivery or the reduction in credits.

Assumptions made in our analysis include:

- 2nd quarter 2020 closing
- 16 months to complete construction and 6 months to complete full lease-up and stabilization.
- Approximately $20.0 Million (24 month term) Construction Loan
- 30 year depreciation
- 2% income escalation/3% expense escalation/7% vacancy
- No syndication costs are expected as this is contemplated as a direct equity investment for Bank of America.
- A site visit has not been performed but is required prior to closing this investment.
- Bank of America is willing to comply with TDHCA’s regulations in structuring this investment.
- Bank of America acknowledges the amounts and terms of all other anticipated sources of funds.

Bank of America welcomes the opportunity to work with MVAH Partners ("MVAH"). We believe the project will provide critically needed affordable housing for high need populations in Charlotte, North Carolina and the development will benefit from your expertise in residential development.

The Bank has enjoyed an excellent relationship with MVAH. Throughout our relationship with your organization, we have found MVAH to be highly skilled and extremely dedicated to revitalizing communities. MVAH’s relationship with the Bank has been very successful because of the dedication that both organizations have to creating quality communities.
Please note that this is neither a commitment nor a letter of intent to invest, but simply an indication of our interest in pursuing this opportunity. We look forward to working with you on this exciting project.

Bank of America, N.A.

By: ________________

Tom Barry, Senior Vice President

Agreed and Accepted:

By: __________________

Name: Brian Middle
Title: Authorized Signer
Date: 02/28/20
EXHIBIT 21

Letter from Bank of America Regarding Financial Feasibility
June 11, 2020

VIA EMAIL

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701-2410

Re: Highpoint at Wynnewood

To whom it may concern:

The 15-year proforma signed by me on June 11th, 2020 is still consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Bank of America current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. Per my review of the Proforma signed by me on June 11th, 2020; there is not a significant change to the financial feasibility of the development per our underwriting standards and my approval of the financial feasibility of Highpoint at Wynnewood is unchanged from February 28th, 2020, when I signed the Proforma. The debt service for each year maintains no less than a 1.15 debt coverage ratio and my understanding is that any changes made to the Proforma were due to programmatic changes required by TDHCA.

Sincerely,

Tom Barry
Senior Vice President
980.386.2131
Follow-ups to the original deficiency response follow. - bps
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms," "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 T through AF.

**Specifications and Amenities (check all that apply)**

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

**Development will have:**

- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

**Number of Parking Spaces**: Freely Available/Freely Paid

- Shed or Flat Roof Carport
- Detached Garage
- Attached Garage
- Uncovered Spaces

**Floor Composition/Wall Height**:

- 80% Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- 9% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- 10% Other

- Describe:

**Building Label**

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<th>Number of Buildings</th>
<th>Total # of Units</th>
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<tr>
<td>C1b</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1,050</td>
</tr>
</tbody>
</table>

**Totals**: 34 42 44 - - - - - - - 120 105,980

If a revised form is submitted, date of submission: 2/28/2020

**Net Rentable Square Footage from Rent Schedule**: 105,980

**Common Area Square Footage (as specified on Architect Certification)**: 174,507

**Information below to be used by Supportive Housing Applicants only.**

- Total development Common Area as specified on Architect Certification: 174,507
- Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square feet of Common Area claimed must be conditioned space.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: NA - not supportive housing

**Use this number to figure points under 11.9(e)(2)**: 9,000

**The lesser of these two numbers added to NRA**: 114,507
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application.pdf
Scoring Notice - Competitive Housing Tax Credit Application

RE: 2020 Competitive Housing Tax Credit (HTC) Application for Highpoint at Wynnewood, TDHCA
Number: 20310

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 121
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 119
Difference between Requested and Awarded: 2

Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:

§11.9(c)(6) Resident Populations with Special Housing Needs. The Application requested three points under this item but the application is in the At-Risk Set-Aside and can only qualify for two points. (Requested 3, Awarded 2)

§11.9(e)(2) Cost of Development per Square Foot. The Application requested twelve (12) points but the cost per square foot exceeds the minimum threshold amount for that score. (Requested 12, Awarded 11)

Sincerely,

Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
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