2020 Multifamily Uniform Application

REVISED January 23, 2020

Fish Pond at Prospect Hill

TDHCA #20330
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 1a
App. Certification
2020 Multifamily Uniform Application Certification

Development Name: Fish Pond at Prospect Hill

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

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

Fish Pond Living at Prospect Hill, LP

By: ____________________________

Applicant Entity Name

Signature of Authorized Representative

Alan Stalcup

Printed Name

Managing Member

Title

Date

Sworn to and subscribed before me on the _______ day of ________, 2020

by ________________________

(Personalized Seal)

Notary Public Signature

Notary Public, State of

County of

My Commission Expires:

Date

2/24/20
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 1b
Meeting Selection (4% only)
NOT APPLICABLE
Required for 4% Tax-Exempt Bond Developments only

Development Name: NOT APPLICABLE

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.

Application 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

Board Meeting and Corresponding Submission Dates. (Note: The Department will require at least 90 days to review an Application. The Application will be subject to the review priority established under §11.201(6) of the QAP).

<table>
<thead>
<tr>
<th>Complete Application Due Date:</th>
<th>Targeted Board Meeting Date:</th>
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<tbody>
<tr>
<td>December 13, 2019*</td>
<td>March 19, 2020</td>
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<tr>
<td>January 6, 2020</td>
<td>April 23, 2020</td>
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<tr>
<td>November 5, 2020</td>
<td>February, 2021**</td>
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<tr>
<td>December 7, 2020</td>
<td>March, 2021**</td>
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</table>

*Lottery Application Submission Date Only.

**The TDHCA Board Meeting dates for 2021 have not been finalized and will be updated once available.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 2
Cert. of Dev. Owner
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
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.

X _____ 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.

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

Voluntary Compliance Agreement with any Governmental Agency (select one box as applicable)

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.

X _____ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 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):

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

   __X__ 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

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January 8, 2020
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

Adam Stelcup

Printed Name

Title

Date

THE STATE OF Texas 

COUNTY OF Travis 

Before me, a notary public, on this day personally appeared Adam Stelcup, 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)

Notary Public Signature
By: __________________________

Signature of Authorized Representative

Roger H. Canales

Printed Name

______________________________

Title

2-15-2020

Date

THE STATE OF

TEXAS

COUNTY OF

Brazoria

Before me, a notary public, on this day personally appeared

Roger H. Canales, 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 15th day of 2020.

CHARLA K WIEHNER

Notary Public Signature

3/22/2020
By: [Signature]

Signature of Authorized Representative

KAREN E. CANALES

Printed Name

Member

Title

Date

THE STATE OF Texas

COUNTY OF Guadalupe

Before me, a notary public, on this day personally appeared KAREN E. CANALES, 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 15th day of Feb., 2020

(Seal)

Notary Public Signature

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January 2, 2020
By: ______________________________

Signature of Authorized Representative

Ramone Hayden Carales

Printed Name

Member

Title

Feb 18th, 2020

Date

THE STATE OF Oregon  

COUNTY OF Multnomah

Before me, a notary public, on this day personally appeared
Ramone Hayden Carales, 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 18th day of February, 2020

(Signature)

Notary Public Signature
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 3
All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan 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
By: ____________________________

Signature of Authorized Representative

__________________________

Alain Sterleup

Printed Name

__________________________

Manager

Title

__________________________

2/26/2020

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Alain Sterleup, 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)

MICHAEL WAYNE OBERRENDER
Notary Public, State of Texas
Comm. Expires 10-01-2022
Notary ID: 131744022

Notary Public Signature
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 4
MF Direct Loan Cert.
NOT APPLICABLE
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](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 5
Contact Info
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

1. **Applicant Contact Information**
   - **Name:** Alan Stalcup
   - **Phone:** (512) 970-3889
   - **Email:** astalcup@gvmgt.com
   - **Mailing Address:** 500 W 2nd Street, Suite 1900 #29
     - **Street:**
     - **City:** Austin
     - **State:** TX
     - **Zip:** 78701

2. **Second Contact**
   - **Name:** Roger Canales
   - **Phone:** (210) 247-8192
   - **Email:** roger@betcohousinglab.com
   - **Mailing Address:**
     - **Street:**
     - **City:** Austin
     - **State:** TX
     - **Zip:** 78701

3. **Consultant Contact (if applicable)**
   - **Name:** Lora Myrick
   - **Phone:** (512) 785-3710
   - **Email:** lora@betcohousinglab.com
   - **Mailing Address:**
     - **Street:**
     - **City:** Austin
     - **State:** TX
     - **Zip:** 78701
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 6a
Self Score
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 6b
MFDL Self Score
## 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>
<th>10 TAC Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subsidy Per Unit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td></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>
<td>11</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>14</td>
</tr>
<tr>
<td><strong>Tiebreaker</strong></td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>
### Site Information Form Part I

**Self Score Total: 117**

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

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1601 Buena Vista Street</td>
<td>San Antonio</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Urban/Rural</th>
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</thead>
<tbody>
<tr>
<td>9</td>
<td>78207</td>
<td>Bexar</td>
<td>Rural</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>Yes</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
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<tbody>
<tr>
<td>48029170200</td>
<td></td>
<td>24375</td>
<td>4q</td>
<td>44.4</td>
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</table>

<table>
<thead>
<tr>
<th>QCT?</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

#### 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.

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

- **x** **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).  

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

#### 4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]

- The Development Site is not located in a county with a population that exceeds one million.
- The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.
- The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
- The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:
  - Cattleman Square Lofts - 20278

#### 5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]

- 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 any other eligible Pre-application(s) serving the same Target Population.
- 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:
  - Cattleman Square Lofts - 20278

#### 6. One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]

- 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:

#### 7. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] [All Programs]

- Development Site is appropriately zoned? **No**
- Zoning Designation: **C-2 HS**
- Flood Zone Designation: **Zone X**
- Entire Development Site is outside the 100 year floodplain. **Yes**

- Farmland Designation: **N/A**

- 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.

#### 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.

| N/A  | 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. |

2/28/20
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)

**Table:**

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>De Zavala Elementary</td>
<td>EE through</td>
<td>IR</td>
<td>6</td>
<td>C</td>
</tr>
<tr>
<td>Tafolla Middle School</td>
<td>7 through</td>
<td>MS</td>
<td>8</td>
<td>C</td>
</tr>
<tr>
<td>Lanier High School</td>
<td>9 through</td>
<td>MS</td>
<td>12</td>
<td>C</td>
</tr>
</tbody>
</table>

Account for each year for each school.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 8
Support Docs - Site Info Part I
### 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

#### 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
- [n/a] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- [n/a] 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](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".
- Save the file as a PDF and include it in the Application.

#### Site and Neighborhood Standards (New Construction Direct Loan Only)
- [n/a] 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.
- [n/a] DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

#### Educational Quality (All Applications)
- [x] School Attendance Zone Map with Development labeled;
- [x] 2023 TEA accountability information for each school;
- [x] 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
- 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.

2/28/2020
Proposed Development

Housing Lab By BETCO

Sources: Esri, HERE, Garmin, USGS, Infiniti, TomTom, Intermap, increment P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

All information provided or depicted on this web map and web map application has been obtained from third-party sources deemed reliable however, neither Housing Lab By BETCO nor any of its employees or affiliated consultants (collectively, Housing Lab By BETCO and Related Parties) have made an independent investigation of the information or the information sources, and no warranty or representation is made by Housing Lab By BETCO and Related Parties as to the accuracy of such information. The Information is submitted subject to possible errors or omissions, and no person or organization should rely on the Information, unless such person or organization has conducted an independent investigation to confirm the accuracy thereof.
February 17, 2020

Lora Myrick  
812 San Antonio St, Suite L-14  
Austin, TX 78701

**SUBJECT: ZV-2020-13300082**, Lots 11, 12 and east 48-64 feet of 10, Block 3, NCB 2312, 1601 Buena Vista St.

To Whom It May Concern:

As of the date of this letter, the above-referenced portion of this property is zoned “C-2 HS MLOD-2 MLR-2 AHOD” Commercial Historical Significant Lackland Military Lighting Overlay Military Lighting Region 2 Airport Hazard Overlay District. The subject property was part of the original 36 square miles of the City of San Antonio and zoned “F” Commercial District. Under the 2001 Unified Development Code, established by Ordinance 93881, dated May, 03, 2001, the property zoned “F” Commercial District converted to the current “C-2” Commercial District. Historical designation was added by Ordinance 50192, dated December 21, 1978.

Dwelling – Attached Apartments/Condominiums with maximum density of 10 units per acre is permitted by right in the “C-2” base zoning district.

Per Unified Development Code Section 35-D101 (d): multi-family dwellings developed at thirty-three (33) units or less per acre are a permitted use for any tract or parcel zoned under the 1938 districts as “F” prior to the adoption date of this chapter, so long as such tract is not the subject of rezoning in accordance with the provisions of this chapter and remain within the "C-2" zoning district.

The current 55 unit multi-family site is not permitted by right in the current “C-2” base zoning district nor the UDC Section 35-D101 exemption.

A Change of Zoning application was received by the Zoning Department (Z-2020-10700052) to change the zoning of this property to “IDZ-3 with uses permitted for 55 residential units”. Tentative City Council date for this Change of Zoning application is April 16, 2020.

Please reference Articles III and V of San Antonio’s UDC for lot dimension and building criteria, including outside storage and display standards, height limitations, buffer requirements, building setbacks, and minimum and maximum parking requirements. To ensure compliance with the current building code or with development standards and other regulations in the UDC, which may require the review of building/site plans, you may contact a Development Services Department Engineer at (210) 207-8394 to discuss or to schedule a more in-depth preliminary plan review.

For information on the enforcement of building and development code requirements including the issuance of building permits, records of zoning code violations and certificates of occupancy, please contact the Customer Services Section of our Department at (210) 207-1111. If we may be of further assistance, please contact Mirko Maravi, the Senior Planner who worked on your request, at (210) 207-0107 or via email at Mirko.Maravi@sanantonio.gov.

Cordially,

Mirko Maravi  
Senior Planner  

[Signature]

Zenon "Zeke" Solis  
Principal Planner  

[Signature]
RESOLUTION 2020-02-13-0013R

OF SUPPORT FOR GVA PRO, L.L.C.'S APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE 2020 COMPETITIVE 9% HOUSING TAX CREDITS PROGRAM FOR THE REHABILITATION OF FISH POND AT PROSPECT HILL, A 55-UNIT MULTI-FAMILY RENTAL HOUSING DEVELOPMENT LOCATED IN COUNCIL DISTRICT 5; AND ACKNOWLEDGING THE HIGH POVERTY RATE IN THE CENSUS TRACT THE PROPOSED DEVELOPMENT WILL BE LOCATED IN AND AUTHORIZING THE DEVELOPMENT TO MOVE FORWARD.

* * * *

WHEREAS, GVA Pro, LLC (the “Applicant”) has proposed a 55-unit affordable multi-family rental housing rehabilitation project named Fish Pond at Prospect Hill (the “Development”), to be located at 1601 & 1615 Buena Vista in Council District 5 in the City of San Antonio, Texas (the “City”); and

WHEREAS, the Applicant will submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for the 2020 Competitive 9% Housing Tax Credits for the Development (the “Application”); and

WHEREAS, notice was provided to the City in accordance with Texas Government Code §2306.67071(a); and

WHEREAS, the City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

WHEREAS, it is necessary that the City hold a hearing for comments to be made on the proposed Development in accordance with Texas Government Code §2306.67071(b); and

WHEREAS, the City, acting through its governing body, hereby confirms that it supports the proposed 55-unit affordable multi-family rental housing rehabilitation development named Fish Pond at Prospect Hill (the “Development”), to be located at 1601 & 1615 Buena Vista in Council District 5 in the City of San Antonio, Texas and that this formal action has been taken to put on record the opinion expressed by the City on February 13, 2020, and

WHEREAS, pursuant to section 11.101(a)(3)(D)(i) of the Texas Department of Housing and Community Affairs’ 2020 Qualified Allocation Plan, mitigation for Developments in a census tract with a poverty rate that exceeds 40% must be in the form of a resolution from the Governing Body of the appropriate municipality or county containing the Development by referencing this rule and/or acknowledging the high poverty rate and authorizing the Development to move forward; and
WHEREAS, the City acknowledges the proposed rehabilitation Development is located in a high poverty Census Tract, which has a poverty rate of greater than 40% per the 2013-2017 5-year American Community Survey published by the U.S. Census Bureau; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. In accordance with the requirements of Texas Government Code §2306.67071 and Texas Administrative Code §10.204(4), the City hereby certifies and finds that:

(i) Notice has been provided to the City in accordance with Texas Government Code §2306.67071(a); and

(ii) The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

(iii) The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Texas Government Code, §2306.67071(b); and

(iv) After due consideration of the information provided by the Applicant and public comment, the Governing Body supports the proposed Application.

SECTION 2. The City hereby confirms that it supports the Application to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed 55-unit affordable multi-family rental housing rehabilitation development named Fish Pond at Prospect Hill (the “Development”), to be located at 1601 & 1615 Buena Vista in Council District 5 in the City of San Antonio, Texas.

SECTION 3. The City hereby confirms that it does support to the Applicant’s Application to the Texas Department of Housing and Community Affairs (TDHCA) for the proposed Fish Pond at Prospect Hill (the “Development”), to be located at 1601 & 1615 Buena Vista in Council District 5 in the City of San Antonio, Texas and the City Council hereby votes specifically to allow the construction of the Development pursuant to 10 TAC §11.3 (e) and §11.4 (c)(1)- TDHCA Qualified Allocation Plan.

SECTION 4. The City Council of the City of San Antonio, Texas has voted to specifically allow the rehabilitation of the 55-unit affordable multi-family rental housing rehabilitation development named Fish Pond at Prospect Hill (the “Development”), to be located at 1601 & 1615 Buena Vista in Council District 5 in the City of San Antonio, Texas and to authorize an allocation of Housing Tax Credits for the Development.

SECTION 5. For and on behalf of the City Council, the City Clerk is hereby authorized, empowered, and directed to certify this Resolution to the TDHCA.
SECTION 6. This Resolution is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 13th day of February, 2020.

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Ron Nirenberg

M A Y O R
City of San Antonio

City Council

February 13, 2020

Item: 27G
File Number: 20-1793

Enactment Number: 2020-02-13-0013R

Fish Pond at Prospect Hill at 1601 Buena Vista St. and 1615 Buena Vista St. in Council District 5

Councilmember Adriana Rocha Garcia made a motion to approve. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:


Absent: 1 Pelaez
February 17, 2020

Lora Myrick
812 San Antonio St, Suite L-14
Austin, TX 78701

SUBJECT: ZV-2020-13300082, Lots 11, 12 and east 48-64 feet of 10, Block 3, NCB 2312, 1601 Buena Vista St.

To Whom It May Concern:

As of the date of this letter, the above-referenced portion of this property is zoned “C-2 HS MLOD-2 MLR-2 AHOD” Commercial Historical Significant Lackland Military Lighting Overlay Military Lighting Region 2 Airport Hazard Overlay District. The subject property was part of the original 36 square miles of the City of San Antonio and zoned “F” Commercial District. Under the 2001 Unified Development Code, established by Ordinance 93881, dated May, 03, 2001, the property zoned “F” Commercial District converted to the current “C-2” Commercial District. Historical designation was added by Ordinance 50192, dated December 21, 1978.

Dwelling – Attached Apartments/Condominiums with maximum density of 10 units per acre is permitted by right in the “C-2” base zoning district.

Per Unified Development Code Section 35-D101 (d): multi-family dwellings developed at thirty-three (33) units or less per acre are a permitted use for any tract or parcel zoned under the 1938 districts as “F” prior to the adoption date of this chapter, so long as such tract is not the subject of rezoning in accordance with the provisions of this chapter and remain within the “C-2” zoning district.

The current 55 unit multi-family site is not permitted by right in the current “C-2” base zoning district nor the UDC Section 35-D101 exemption.

A Change of Zoning application was received by the Zoning Department (Z-2020-10700052) to change the zoning of this property to “IZD-3 with uses permitted for 55 residential units”. Tentative City Council date for this Change of Zoning application is April 16, 2020.

Please reference Articles III and V of San Antonio’s UDC for lot dimension and building criteria, including outside storage and display standards, height limitations, buffer requirements, building setbacks, and minimum and maximum parking requirements. To ensure compliance with the current building code or with development standards and other regulations in the UDC, which may require the review of building/site plans, you may contact a Development Services Department Engineer at (210) 207-8394 to discuss or to schedule a more in-depth preliminary plan review.

For information on the enforcement of building and development code requirements including the issuance of building permits, records of zoning code violations and certificates of occupancy, please contact the Customer Services Section of our Department at (210) 207-1111. If we may be of further assistance, please contact Mirko Maravi, the Senior Planner who worked on your request, at (210) 207-0107 or via email at Mirko.Maravi@sanantonio.gov.

Cordially,

Mirko Maravi
Senior Planner

Zanon "Zeke" Solis
Principal Planner
Proposed development is outside 100 year FEMA floodplain. Proposed site is located in Zone X - area of minimal flood hazard.
Address Lookup

The data on this page is for information purposes only. If you have any questions, please contact PEIMS at 210-244-2990.

House Number:

Street Name: (Street quick index - Click on first letter of street name)

- [A]
- [B]
- [C]
- [D]
- [E]
- [F]
- [G]
- [H]
- [I]
- [J]
- [K]
- [L]
- [M]
- [N]
- [O]
- [P]
- [Q]
- [R]
- [S]
- [T]
- [U]
- [V]
- [W]
- [X]
- [Y]
- [Z]
- [0-9]

BUENA VISTA

Submit

Campus List for: 1601 BUENA VISTA

For the 2019-2020 school year

<table>
<thead>
<tr>
<th>ID</th>
<th>Name</th>
<th>Grades Serviced</th>
<th>PHONE</th>
<th>ADDRESS</th>
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<td>008</td>
<td>LANIER HIGH SCHOOL</td>
<td>09 - 12</td>
<td>978-7910</td>
<td>1514 W CESAR E CHAVEZ SATX 78207</td>
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<tr>
<td>061</td>
<td>TAFOLLA MIDDLE SCHOOL</td>
<td>07 - 08</td>
<td>978-7930</td>
<td>1303 W CESAR E CHAVEZ SATX 78207</td>
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<tr>
<td>121</td>
<td>DE ZAVALA ELEMENTARY</td>
<td>EE - 06</td>
<td>978-7975</td>
<td>2311 SAN LUIS SATX 78207</td>
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For the 2020-2021 school year

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<th>ID</th>
<th>Name</th>
<th>Grades Serviced</th>
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<th>ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>008</td>
<td>LANIER HIGH SCHOOL</td>
<td>09 - 12</td>
<td>978-7910</td>
<td>1514 W CESAR E CHAVEZ SATX 78207</td>
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<tr>
<td>061</td>
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<td>121</td>
<td>DE ZAVALA ELEMENTARY</td>
<td>EE - 06</td>
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<td>2311 SAN LUIS SATX 78207</td>
</tr>
</tbody>
</table>
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

DE ZAVALA EL (015907121) - SAN ANTONIO ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tbody>
<tr>
<td>Overall</td>
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<td>72</td>
<td>C</td>
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<tr>
<td>Student Achievement</td>
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<tr>
<td>STAAR Performance</td>
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<td>57</td>
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<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
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<tr>
<td>Graduation Rate</td>
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<td>57</td>
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<tr>
<td>School Progress</td>
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<tr>
<td>Academic Growth</td>
<td>70</td>
<td>72</td>
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<tr>
<td>Relative Performance (Eco Dis: 98.0%)</td>
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<tr>
<td>Closing the Gaps</td>
<td>53</td>
<td>71</td>
<td>C</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
TAFOLLA MIDDLE (015907061) - SAN ANTONIO ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
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<th>Rating</th>
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<tbody>
<tr>
<td>Overall</td>
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<tr>
<td>Student Achievement</td>
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<tr>
<td>STAAR Performance</td>
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<td>Relative Performance (Eco Dis: 95.1%)</td>
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Identification of Schools for Improvement
This campus is identified for targeted support and improvement.

Distinction Designations

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

### 2019 Accountability Ratings Overall Summary

**LANIER H S (015907008) - SAN ANTONIO ISD**

### Accountability Rating Summary

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<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
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<tr>
<td><strong>Overall</strong></td>
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<td>76</td>
<td>C</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
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<td>70</td>
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<td><strong>STAAR Performance</strong></td>
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<td>70</td>
<td>C</td>
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</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Earned
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Not Earned
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 9
Site Info Part II
Site Information Form Part II

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.

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

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

   AND

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

   OR

   - The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as (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).

   **Contiguous Census Tract #**

   **Contiguous Tract Quartile**

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

   - Community, civic or service organization (1 point)(1 mile)

   - Public transportation route (1 point)

   - Public library (1 point)(1 mile)

   - Pharmacy (1 point)(1 mile)

   - University or community college (1 point)(5 miles)

   - Indoor recreation facility available to public (1 point)(1 mile)

   - Health-related facility (1 point)(3 miles)

   - Delivered meals service (1 point)

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

   - Indoor recreation facility available to public (1 point)(1 mile)

   - Public library (1 point)(1 mile)

   - University or community college (1 point)(5 miles)

   - Health-related facility (1 point)(3 miles)

   **Application is seeking points for Opportunity Index.**

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):

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

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

**Application is seeking points for Opportunity Index.**

**Total Points Claimed:**

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

2/28/20
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).

Application is seeking points for Underserved Area.

Region: 9

Yes

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.

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 Underserved Area.

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).

Application is seeking points for Underserved Area.

Region: 9

Yes

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.

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)
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 10
Support Docs - Site Info Part II
### Supporting Documentation for the Site Information Form Part II

#### 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.

- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation used to determine the crime rate
- Print-out from THECB website confirming accreditation of university or community college

- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

- 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.

- For Colonia:
  - 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.

- For Economically Distressed Areas:
  - 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)

- 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 Site Demographic Characteristics Report posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
  - 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 Development Site boundaries indicated, relative to census tract boundaries
  - Map with all contiguous census tracts, if applicable
  - Evidence Development was placed in service 25 or more years ago
  - Evidence Development was 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

- 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 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 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.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 11
Site Info Part III
### 1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
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<tbody>
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<td>0.7072</td>
<td>0.7072</td>
<td>0.7072</td>
<td>0.7072</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: Feasibility Report Engineer’s Plan: 

(*) 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:**

Describe any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development. Explain ALL factors that may affect the probability of the engineer’s or architect’s site plan actually being the final size of the development site.

### 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>Prospect Hill, LP</td>
<td>Paul McCutchen</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>135 Deer Cross Lane</td>
<td>San Antonio</td>
<td>TX</td>
<td>78260</td>
<td>3/26/13</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

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

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

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

Site Control is in the form of:

- [x] Contract for sale.
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):

**Expiration of Contract or Option:**

**Anticipated Closing Date:**

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:

[Ground lease, condominium, master lease, etc.]

### 3. Ingress/Egress and Easements [10 TAC §11.204(10)(D)]

- [N/A] 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
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. | N/A |

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 R †*  
     †*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)

   If a revised form is submitted, date of submission: 

2/28/20
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 12
Support Docs - Site Info Part III
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).
- **x** Contract or option 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)(ii), as applicable.

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

### Re-platting or Vacating Requirement
- **n/a** 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)
- **x** 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.
- 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:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

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

   Seller: Prospect Hill, LP
   Paul McCutchen, Manager
   Address: 135 Deer Cross Lane, San Antonio, TX 78260
   Phone: (210)683-7569   E-mail: paul@gruenefund.com
   Fax: Other:

   Buyer: GVA Pro, LLC, a Texas Limited Liability Company, and / or assigns
   Alan Stalcup, Principal
   Address: 500 W 2nd St, Suite 1900 #29, Austin, TX 78701
   Phone: (512)577-1889   E-mail: astalcup@gvamgt.com
   Fax: Other:

2. PROPERTY:

   A. "Property" means that real property situated in Bexar County, Texas at
      1601 and 1615 Buena Vista Street, San Antonio, TX 78207 (address)
      and that is legally described on the attached Exhibit or as follows:
      Prospect Hill Apartments and Triplex : 58 Total Units

      Legal Description: NCB 2312 BLK 3 LOT 11 12 & E 48.64 FT OF 10
      NCB 2312 BLK 3 LOT 9 & W 2.72 OF 10

   B. Seller will sell and convey the Property together with:
      (1) all buildings, improvements, and fixtures;
      (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gories, and rights-of-way;
      (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
      (4) Seller's interest in all licenses and permits related to the Property;
      (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
      (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
      (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:
         Any personal property not included in the sale must be removed by Seller prior to closing.

      (Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
      (If mineral rights are to be reserved an appropriate addendum should be attached.)
      (If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930) or
      (TAR-1946).)

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

   A. Cash portion payable by Buyer at closing $ 2,800,000.00
   B. Sum of all financing described in Paragraph 4 $
   C. Sales price (sum of 3A and 3B) $ 2,800,000.00

   (TAR-1801) 4-1-18 Initiated for Identification by Seller [PM] and Buyer [J]

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4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ ______________. This contract:
   ☐ (1) is not contingent upon Buyer obtaining third party financing;
   X (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
   a reservation of Low income Housing Tax Credits from the Texas Department of Housing and Community Affairs (TDHCA)

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ ______________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $ ______________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 50,000.00 as earnest money with Alamo Title Company at 950 E. Basse Rd., San Antonio, TX (address) Steve Aycock (closer).
   If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ ______________ with the title company to be made part of the earnest money on or before:
   ☐ (i) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
   ☐ (ii) _______ days after Buyer's right to terminate under Paragraph 7C expires.
   Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

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

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:
   (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
      (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
      (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

   (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
      ☐ (a) will not be amended or deleted from the title policy.
      X (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer X Seller.

   (3) Within 7 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within 3 days after the effective date:

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

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

☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party __________________________ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey and UCC Search:

(1) Within ____10____ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an “A” or “V” zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

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

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller’s expense, will complete the following before closing:


B. Feasibility Period: Buyer may terminate this contract for any reason within Jan 31, 2020 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

X (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 10,000.00 that Seller will retain as independent consideration for Buyer’s unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional ________ days by depositing additional earnest money in the amount of $ __________ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

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

(2) Seller, at Seller’s expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

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

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

D. Property Information:

(1) Delivery of Property Information: Within __3__ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
☐ (l) a copy of Seller's income and expense statement for the Property from __January 1, 2017__ to __October 31, 2019__;
☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from __January 1, 2018__ to __October 31, 2019__; and
☐ (p) Copy of current Housing Assistance Payment Contract and any related paperwork

Copies of any governmental notices received

Insurance Loss Run Report 3 years

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

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

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

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

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8. LEASES:

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

1. any failure by Seller to comply with Seller's obligations under the leases;
2. any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
3. any non-occupancy of the leased premises by a tenant;
4. any advance sums paid by a tenant under any lease;
5. any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
6. any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jeremy Blake Jessop
Cooperating Broker: ACR Multifamily (Austin City Realty LLC)

Agent: Paul McCutchen
Agent: Reynold Toepfer
Address: 1114 S. St. Mary's, Suite 100
Address: 2501 N Lamar, Suite 300
San Antonio, TX 78210
Austin, TX 78705
Phone & Fax: (210)683-7569
Phone & Fax: (512)422-5384
E-mail: paul@gruenefund.com
E-mail: Reynold@ACRMultifamily.com
License No.: 537748 ; 707378
License No.: 577132 ; 623595

Principal Broker: (Check only one box)

☑ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

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

☑ (2) At the closing of this sale, Seller will pay:
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Principal Broker a total cash fee of: 3,000 □ % of the sales price.
Cooperating Broker a total cash fee of: 3,000 □ % of the sales price.

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

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

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

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) □ ___________ days after the expiration of the feasibility period.
   (specific date).
   (X) Later of October 31, 2020 or 10 business days following satisfaction of all contingencies of Special Provisions Addendum.
   (2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a □ general □ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
   (3) an assignment of all leases to or on the Property;
   (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
      (a) licenses and permits;
      (b) service, utility, maintenance, management, and other contracts; and
      (c) warranties and guaranties;
   (5) a rent roll current on the day of the closing certified by Seller as true and correct;
   (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
   (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company.
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(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
   (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
   (b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

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

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

Special Provisions and contingencies are contained in "Special Provisions Addendum" to contract.

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

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

14. PRORATIONS:
   A. Prorations:
      (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

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(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

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

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

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller’s sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer’s failure except for any damages resulting from Buyer’s inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or

(☐) enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or
   (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer’s sole remedy; or
   (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
   (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
   (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
   (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer’s consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

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

(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or

(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☑ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1406).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:

(1) any subsurface: structures, pits, waste, springs, or improvements;

(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

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Prepared by: [Signature]

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(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property’s improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property, or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

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

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

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

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

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

(1) Property Description Exhibit identified in Paragraph 2;
(2) Commercial Contract Condominium Addendum (TAR-1930) or (TAR-1946);
(3) Commercial Contract Financing Addendum (TAR-1931);
(4) Commercial Property Condition Statement (TAR-1408);
(5) Commercial Contract Addendum for Special Provisions (TAR-1940);
(6) Addendum for Seller’s Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
(7) Notice to Purchaser of Real Property in a Water District (MUD);
(8) Addendum for Coastal Area Property (TAR-1915);
(9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
(10) Information About Brokerage Services (TAR-2751); and
(11) Information About Mineral Clauses in Contract Forms (TAR-2509); and
X (12) Special Provisions Addendum

(TAR-1801) 4-1-18

Initialed for Identification by Seller [Signature] and Buyer [Signature]

Page 11 of 14

Produced with ppForm by ppLogic 16670 Fifteen Mile Road, Fraser, Michigan 48026 www.pplogic.com

Prospect Hill
Commercial Contract - Improved Property concerning 1601 and 1615 Buena Vista Street, San Antonio, TX 78207

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

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

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

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

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer’s selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (the Addendum for Seller’s Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906) may be used).

(TAR-1801) 4-1-18 Initialed for Identification by Seller ☑ and Buyer ☑
Commercial Contract - Improved Property concerning **1601 and 1615 Buena Vista Street, San Antonio, TX 78207**

H. Section 1658.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. **NOTICE OF WATER LEVEL FLUCTUATIONS**: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. **LICENSE HOLDER DISCLOSURE**: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:

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

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

Seller: Prospect Hill, LP

By: Paul McCutchen, Manager

By (signature): [Signature]

GVA Pro, LLC, a Texas Limited Liability Company,

Buyer: and/or assigns

By: Alan Stalcup, Principal

By (signature): [Signature]

Printed Name: 

Title: Principal

Printed Name: 

Title: 

By:

(TAR-1801) 4-1-18

Page 13 of 14
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay As shown on page 7 above (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $_________, or
- _________% of the sales price, or
- _________% of the Principal Broker's fee.

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

Principal Broker: ____________________________  Cooperating Broker: ____________________________

By: ____________________________  By: ____________________________

ATTOREYS

Seller's attorney: ____________________________  Buyer's attorney: ____________________________

Address: ____________________________  Address: ____________________________

Phone & Fax: ____________________________  Phone & Fax: ____________________________

E-mail: ____________________________  E-mail: ____________________________

Seller's attorney requests copies of documents, notices, and other information:
- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:
- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
- A. the contract on this day 12-4-2019 (effective date);
- B. earnest money in the amount of $_________  in the form of _________ on ________

Title company: Alamo Title Company  Address: 950 E. Base Rd.
San Antonio, TX 78209

By: ____________________________  Phone & Fax: (210) 824-0264, (210) 820-3971

Assigned file number (GF#): ____________________________  E-mail: Steve.Ayoceck@alamotitle.com
ADDITION FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 1601 and 1615 Buena Vista Street San Antonio, TX 78207

(Area Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may cause permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
   [ ] (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain):
   [X] (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
   [ ] (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents):
   [X] (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

[X] 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.

[ ] 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

[X] 1. Buyer has received copies of all information listed above.

[ ] 2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: GVA Pro, LLC, a Texas Limited Liability Company and/or assign

Date: 11/29/19

[ ] Seller: Prospect Hill

Date: 11/29/19

[ ] Other Broker

Date: 11/29/19

Listed Broker

Date: 11/29/19

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similar approved or preprinted forms of contracts. Such approval relates to the contract form only. TREC forms are intended for use only by trained real estate licensees.

No representation is made as to the legal validity or adequacy of any provision in this specific transaction. It is not suitable for complex transactions. Texas Real Estate Commission, 501 N. Houston, Austin, TX 78711-2185. 512-936-0300 (http://www.trec.texas.gov)

(TAR 1906) 10-10-11

TREC No. OP-L

Austin City Realty, 3601 N Lamar Blvd, Ste 300 Austin TX 78705

Phone: 512-417-5489

Fax: 512-472-6174

www.trec.state.tx.us

Prospect Hill

Produced with Zapix form by Zapix, 18073 Pinhook Road, Fresno, Michigan 48126

www.zapix.com
Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

• A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
• A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER’S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

• Put the interests of the client above all others, including the broker’s own interests;
• Inform the client of any material information about the property or transaction received by the broker;
• Answer the client’s questions and present any offer to or counter-offer from the client; and
• Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner’s agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner’s agent must perform the broker’s minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer’s agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant’s agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer’s agent must perform the broker’s minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller’s agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker’s obligations as an intermediary. A broker who acts as an intermediary:

• Must treat all parties to the transaction impartially and fairly;
• May, with the parties’ written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
• Must not, unless specifically authorized in writing to do so by the party, disclose:
  o that the owner will accept a price less than the written asking price;
  o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

• The broker’s duties and responsibilities to you, and your obligations under the representation agreement.
• Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker’s services. Please acknowledge receipt of this notice below and retain a copy for your records.

<table>
<thead>
<tr>
<th>ACR Multifamily</th>
<th>577132</th>
<th><a href="mailto:eric.j.freytag@gmail.com">eric.j.freytag@gmail.com</a></th>
<th>(512)962-6667</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed Broker/Broker Firm Name or Primary Assumed Business Name</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Jeremy Blake Jessop</td>
<td>537746</td>
<td><a href="mailto:jessop@gmail.com">jessop@gmail.com</a></td>
<td>(210)386-3970</td>
</tr>
<tr>
<td>Designated Broker of Firm</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Licensed Supervisor of Sales Agent/Associate</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Sales Agent/Associate’s Name</td>
<td>License No.</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>Buyer/Tenant/Seller/Landlord Initials</td>
<td>Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Prospect Hill

Austie City Realty, 2501 N Lamar Blvd, Ste 300 Austin TX 78705

Tillery Castle

Produced with ZPTools by ZPLogix. 18070 Five Mile Road, Fraser, Michigan 48026 www.ZPlogix.com

Phone: 512-877-2489     Fax: 512-475-6374
Special Provisions Addendum

Purchase and Sale Contract: 1601 and 1615 Buena Vista Street, San Antonio, TX 78207
Prospect Hill Apartments and Triplex: 58 Units

EARNEST MONEY
Upon execution of the Contract, Buyer shall deposit with Title Company, an earnest money deposit equal to $50,000 (the “Initial Deposit”), as stated on contract.

At execution of the Purchase and Sale Agreement, $10,000 of the Initial Deposit shall become non-refundable with no further contingencies (referred to as “Independent Consideration” on contract).

If Buyer provides notice to cancel prior to the end of the Feasibility Period (Ending January 31, 2020), the $10,000 shall be released to Seller and neither Buyer nor Seller shall have any further obligation.

If Buyer does not cancel the Purchase and Sale Agreement prior to expiration of the Feasibility Period, an additional $15,000 of the Initial Deposit shall become non-refundable and subject only to Seller’s performance to Buyer, HUD approval, and other provisions contained herein.

If Buyer does not cancel the Purchase and Sale Agreement prior to May 31, 2020, the remaining $25,000 of the Initial Deposit shall become non-refundable and subject only to Seller’s performance to Buyer, HUD approval, and other provisions contained herein.

In addition, Buyer shall deposit an additional $50,000 in Earnest Money within 5 days following May 31, 2020 (for a total Deposit of $100,000).

This Additional Deposit shall remain refundable until July 31, 2020, after which the total $100,000 Deposit shall become non-refundable.

All Earnest Money Deposits shall apply towards the Purchase Price at Closing. If, in the sole discretion of the Buyer, the Property is not suitable for Buyer’s intended uses, then Buyer may terminate the Contract by notifying Seller via email prior to the expiration of the milestone dates. Seller shall immediately notify Title Company to return Buyer’s Earnest Money.

CONTINGENCIES
Closing shall be subject to all HUD approvals including transfer of the HAP contract, assumption of the Regulatory Agreement, and prepayment of all existing loans and lien releases. Buyer shall submit the transfer package to HUD within 15 business days following the expiration of the Inspection Period (July 31, 2020).

Special Provisions Addendum

Seller Initial

Buyer Initial
CLOSING AND POSSESSION
Closing shall occur on the later of October 31, 2020 or 10 business days following the satisfaction of all Contingencies identified in the prior paragraph.

EXTENSION OPTION
Buyer has the Option to extend Closing for (2) 30-day Option Period for an additional $25,000 in non-refundable Deposit for each Option Period.

Seller: Prospect Hill, LP

Name: Paul McCutchen

Title: Manager

Signature: [Signature]

Date: 12/4/2019

Buyer: GVA Pro, LLC

Name: Alan Stalcup

Title: Principal

Signature: [Signature]

Date: 11.29.19
Effective Date: February 12, 2020 at 8:00 AM
Commitment No.: 4000031900626A
Issued: February 19, 2020 at 8:00 AM

1. The policy or policies to be issued are:
   a. **OWNER’S POLICY OF TITLE INSURANCE (Form T-1)**
      (Not applicable for improved one-to-four family residential real estate)
      - Policy Amount: $2,800,000.00
      - PROPOSED INSURED: FishPond Living at Prospect Hill, 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: 
      - PROPOSED INSURED: 
      - Proposed Borrower:
   d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**
      - Policy Amount: 
      - PROPOSED INSURED: 
      - Proposed Borrower:
   e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**
      - Policy 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:
   - Prospect Hill, LP, a Texas limited partnership

4. Legal description of land:
   - Lots 9, 10, 11 and 12, Block 3, New City Block 2312, in the City of San Antonio, Bexar County, Texas.

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: 4000031900626A
GF No.: SAT-03-4000031900626A-SA

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):

   Item 1, Schedule B is hereby deleted.

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

3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

   (Applies to the Owner Policy only.)

4. Any title 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 or 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 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 years. (If Texas Short Form Residential Mortgagee 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 Mortgagee 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 Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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. Those liens created at closing, if any, pursuant to lender instructions.

c. Rights of parties in possession.

d. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land.

e. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

f. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

g. Short Form Lease, dated July 19, 1984, Kwik Wash Laundries, Inc., Lessee, recorded in Volume 3269, Page 269, Real Property Records, Bexar County, Texas.
h. Easement(s), as provided therein, granted to Time Warner Cable San Antonio LP, recorded in Volume 14329, Page 1056, Real Property Records, Bexar County, Texas.

Your Policy will not cover loss, costs, attorneys’ fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagee 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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner's Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

6. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

7. As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:
   - Confirmation prior to closing that the County Clerk of Bexar County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
   - Electronic recordation of the instruments to be insured in the Official Public Records of Bexar County, Texas.
   - Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
   - Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.

8. Vendor’s Lien retained in the following Deeds securing the payment of one note in the principal amount shown
below, and any other obligation secured thereby:

Dated: March 26, 2013
Grantor: Prospect Hill Apartments, LLC
Grantee: Prospect Hill, LP
Note Amount: $1,256,250.00
Payable to: Jourdanton State Bank
Recording Date: March 27, 2013
Recording No.: Volume 16018, Page 1394, Real Property Records, Bexar County, Texas.

Dated: March 26, 2013
Grantor: Buena Vista Residences, LLC
Grantee: Prospect Hill, LP
Note Amount: $1,256,250.00
Payable to: Jourdanton State Bank
Recording Date: March 27, 2013
Recording No.: Volume 16018, Page 1399, Real Property Records, Bexar County, Texas.

Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:

To: party named therein, Trustee
Loan No.: 
Recording Date: March 27, 2013
Recording No.: Volume 16018, Page 1404, Real Property Records, Bexar County, Texas.

An Assignment of Leases and Rents, of even date, recorded in Volume 16018, Page 1417, Real Property Records, Bexar County, Texas.

A Modification Agreement, dated March 26, 2018, recorded in Doc. No. 20180098778, Official Public Records, Bexar County, Texas.

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: Prospect Hill, LP, a Texas limited partnership, a limited partnership

a) A complete copy of the limited partnership agreement and all amendments thereto.

b) Satisfactory evidence that the partnership was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: GVA Pro, LLC, a Texas Limited Liability Company, and / or assigns

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

12. The last Deeds found of record affecting the Land are the following:

Deed recorded March 27, 2013 at Volume 16018, Page 1394, Real Property Records, Bexar County, Texas.

Deed recorded March 27, 2013 at Volume 16018, Page 1399, Real Property Records, Bexar County, Texas.
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, **Alamo Title Insurance**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   - **Shareholders**: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   - **Directors**: Raymond Randall Quirk, Anthony John Park, Marjorie Nemzura, Joseph W. Grealish, John A. Wunderlich, Roger S. Jewkes, Steven G. Day
   - **Officers**: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   - **Alamo Title Company**
     - **(a)** A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
       - **Owners**: Alamo Title Holding Company owns 100% of **Alamo Title Company**
     - **(b)** A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
       - **Owners**: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Alamo Title Company**
     - **(c)** If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
       - **Directors**: Raymond Randall Quirk, Anthony John Park
       - **Officers**: Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Marjorie Nemzura (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)
   - **(d)** The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive. **NONE.**
   - **(e)** For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

   **You are further advised that the estimated title premium** is:

   | Owner's Policy | ° 13,369.00 |
   | Total          | ° 13,369.00 |

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

   | Percent/Amount | To Whom | For Services |

   *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

_____________________________  _______________________
Signature                                      Date
FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.
Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see “Choices with Your Information” to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
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.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 13
Multi Site Info
NOT APPLICABLE
This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: ____________________________________________________________________________________________

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

a. Address ___________________________ Abbreviated Legal ___________________________ Acres ________
b. Address ___________________________ Abbreviated Legal ___________________________ Acres ________
c. Address ___________________________ Abbreviated Legal ___________________________ Acres ________

<table>
<thead>
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</tbody>
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Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team? [ ]

If yes above, describe relationship: ____________________________________________________________________________________________

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

a. Address ___________________________ Abbreviated Legal ___________________________ Acres ________
b. Address ___________________________ Abbreviated Legal ___________________________ Acres ________
c. Address ___________________________ Abbreviated Legal ___________________________ Acres ________

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
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</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

Contact Name for Previous Seller ____________________________________________________________________________________________

Name of Previous Seller Entity ____________________________________________________________________________________________

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

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

If yes above, describe relationship: ____________________________________________________________________________________________

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

a. Address ___________________________ Abbreviated Legal ___________________________ Acres ________
b. Address ___________________________ Abbreviated Legal ___________________________ Acres ________
c. Address ___________________________ Abbreviated Legal ___________________________ Acres ________

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

Contact Name for Previous Seller ____________________________________________________________________________________________

Name of Previous Seller Entity ____________________________________________________________________________________________
<table>
<thead>
<tr>
<th>Contract Number</th>
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<th>Acreage</th>
<th>Date of Sale</th>
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<tbody>
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<td></td>
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<tr>
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<td>Zip</td>
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<td></td>
<td></td>
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<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
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<tr>
<td>If yes above, describe relationship:</td>
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<table>
<thead>
<tr>
<th>Contract Number</th>
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<th>Acreage</th>
<th>Date of Sale</th>
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</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
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<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td></td>
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<tr>
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<td>Only list if owner has owned &lt;36 mos.</td>
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<td>Name of Previous Seller Entity</td>
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<td></td>
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<tr>
<td>Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
<td></td>
</tr>
<tr>
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<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
<tr>
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<td></td>
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<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>If yes above, describe relationship:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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If a revised form is submitted, date of submission: ____________________________

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.)
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 14
Elected Officials
** Elected Officials were identified in the Pre-Application, and there have been no changes.
(If box above is checked, the rest of the form may be left BLANK.)

☐ Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

☐ No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Support Letter</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City Judge</th>
<th>Email</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<table>
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<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
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<table>
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<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
</table>

Elected Officials (Continued)
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 15
Neighborhood Orgs.
**Neighborhood Organizations**

- **x** 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.

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
<td>Fax or Email</td>
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</tr>
<tr>
<td>2.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td></td>
<td></td>
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<td></td>
<td>Address</td>
<td>City</td>
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<td></td>
<td>Zip</td>
<td>Phone</td>
<td>Fax or Email</td>
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<tr>
<td>3.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
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<td></td>
<td>Address</td>
<td>City</td>
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<td></td>
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<td></td>
<td>Zip</td>
<td>Phone</td>
<td>Fax or Email</td>
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<tr>
<td>4.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
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<td></td>
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<td>Address</td>
<td>City</td>
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<td></td>
<td>Zip</td>
<td>Phone</td>
<td>Fax or Email</td>
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<tr>
<td>5.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td></td>
<td></td>
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<td></td>
<td>Address</td>
<td>City</td>
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<td></td>
<td>Zip</td>
<td>Phone</td>
<td>Fax or Email</td>
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</table>

**Neighborhood Organizations (Continued)**

<p>| | | | | |</p>
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<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Name of Organization</td>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 16
Cert of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below:

Part 1.

Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

One or more 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.
Part 4. Certification

By: ________________________________  
Signature of Applicant/Development Owner  
Date  

[Signature]

Printed Name

[Printed Name]

Notary Public, State of  
My Commission expires

County of

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ______ day of ____________, ______

[Notary Public Signature]

[Seal]
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 17
Dev. Narr.
1. **The proposed Development is:** (Check all that apply)

- **Acquisition/Rehab**
  (adaptive reuse select New Construction here and adaptive reuse in next box)

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

   - **Elderly**

     If Elderly is selected (10 TAC §11.1(d)(47)):
     - Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
     - Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
     - Selection is based on funding from (select from list):
     - 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.

   **The Development is an existing elderly development with a HAP Contract for all 55 units. This HAP contract has been in place since 2001. This is a Section 8 Housing Assistance Payments Moderate Rehabilitation Program Contract.**

**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.
and the Applicant or General Partner confirms that:

- 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 ¼ 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: ____________

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

The redevelopment of Prospect Hill involves the acquisition and rehabilitation of an existing 55-unit elderly development within the urban core of San Antonio.

5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.
6. **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>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Const. to Perm. (Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Construction Only (Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses</td>
<td>$ 656,498</td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Has this site/activity previously applied for TDHCA funds? No

Has this site/activity previously received TDHCA funds? No

If “Yes” Enter Project Number: and TDHCA funding source: Yes

Has this site/activity previously received non-TDHCA federal funding? Yes

If yes, source: Development has an active Section 8 HAP Contract (contract #TX006MR0004 & TX006MR0005)

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? Yes

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.

Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 18
Development Activities I
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>7</td>
</tr>
</tbody>
</table>

☑ Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101. Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

A. **Unit Sizes**

- [ ] Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td>1</td>
<td>600</td>
</tr>
<tr>
<td>2</td>
<td>800</td>
</tr>
<tr>
<td>3</td>
<td>1,000</td>
</tr>
<tr>
<td>4</td>
<td>1,200</td>
</tr>
</tbody>
</table>

OR:

- ☑ Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

B. **Unit 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)(6)(B).

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 §111 101(b)(8).

<table>
<thead>
<tr>
<th>All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirement (i) – (iii) of 10 TAC §11.101(b)(8)(B).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

☑ 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).**
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 19
Development Activities II
## Development Activities II

### 1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]
- [X] Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below (6 points)
- Points claimed: 6

<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>

- 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).* (9 points)
- Points claimed: 9

* Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

### 2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]
- At least 20 percent of all low-income Units at 30% or less of AMGI
- Direct Loan Points: 0

- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI
- Direct Loan Points: 0

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

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

* Applicants electing to restrict units at 30% AMGI for HTC purposes or income averaging purposes may not count those same units for scoring purposes 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.

### 3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]
- Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000
- Direct Loan Points: 0

- Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000
- Direct Loan Points: 0

- Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000
- Direct Loan Points: 0

- Direct Loan Points Claimed: 0

### 4. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]

- 30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

- Points claimed: 9

<table>
<thead>
<tr>
<th>Number of Units at 50% or less of AMGI</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>28</td>
<td>6</td>
</tr>
</tbody>
</table>

- 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)

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)

- Development located in all other areas.

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)

- 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)

- 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).

- 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 ≥7% or lower (11 points).

- Points claimed: 9
<table>
<thead>
<tr>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
</tr>
<tr>
<td>11</td>
</tr>
<tr>
<td>11</td>
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</tr>
<tr>
<td>0</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

- [x] 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 40% 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)

**6. Resident Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(2)]**

- [x] 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. (10 points)

**7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]**

- [x] 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)

- [ ] 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)

**8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**

- [ ] Development is requesting Pre-Application Points.

**9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**

- [x] Development will maintain a 35 year Affordability Period.
- [ ] Development will maintain a 40 year Affordability Period.

**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.
  
  Attached behind this tab are the THC letter and other documentation described above.

- [ ] Application is eligible for five (5) points.

**11. Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

- [x] Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

**12. Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**

- [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.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 20
Existing Dev Info
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.
☐ Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
☐ Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

**IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS** (mark all that apply):

☐ The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.

OR

☐ The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

**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**

☐ Were proposed to be disposed of or demolished 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 CFR 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:**
PART E: 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:

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

- Monthly subsidies related to HAP Contract. Applicant has applied for RAD funding.

- 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:

- The annual amount of funds is: $390,132
- The number of units receiving assistance: 55
- The term of the contract or agreement is (date): 11/1/19
- The expiration of the contract or agreement is (date): 1/31/20

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):

- Yes

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?

- No

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)?

- No

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

How many buildings will be acquired for the Development?

1

Existing Development Assistance (continued)

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

- Yes

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

- No

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>1601 Buena Vista Street, San Antonio, TX 78207</td>
<td>Ownership</td>
<td></td>
<td>55</td>
<td></td>
</tr>
</tbody>
</table>
Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:
   - Related Party
   - Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   - Determined with reference to Seller’s Basis
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1601 Buena Vista Street, San Antonio, Texas 78207</td>
<td>3/26/13</td>
<td>11/30/20</td>
<td>6 years</td>
</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.
   - **X** 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.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 21
Occupied Devs
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

  - 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).

Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

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

Signature of Applicant

Printed Name

2/28/20
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, 2017.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 22
Architectural Drawings
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: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [v] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

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 Amenities.

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); and
- 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.
Prospect Hill

100% Masonry Products
which include the use of Face Brick and Cast Stone
Prospect Hill

100% Masonry Products
which include the use of Face Brick and Cast Stone

architettura
800 18th street
plano, texas 75074

p. 972.569.0088 f. 972.569.0022
pollacia@architettura-inc.com
Prospect Hill

100% Masonry Products
which include the use of Face Brick and Cast Stone
Prospect Hill

100% Masonry Products
which include the use of Face Brick and Cast Stone
Prospect Hill

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architettura inc.
808 18th st
 plano, texas 75074
 t. 972.509.0888 f. 972.509.0822
pollacia@architettura-inc.com

1 5' 10'
SCALE: 1/4" : 1'-0"
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 23
BldgUnit Config
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 23a
Mobility Units
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Eff</td>
<td>7</td>
<td>5%</td>
<td>0.35</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1/1</td>
<td>46</td>
<td>5%</td>
<td>2.3</td>
<td>2.3</td>
<td>3</td>
</tr>
<tr>
<td>2/1</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>2.75</td>
<td>4.3</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

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

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

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

By: [Signature]

Frank W. Pollacia

Printed Name

Architettura Inc.

Firm Name (If applicable)

Date: 25 Feb 2020

2/25/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 23b
HV Units
Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 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.

### Hearing/Visual Unit Description

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eff</td>
<td>7</td>
<td>2%</td>
<td>0.14</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>1/1</td>
<td>46</td>
<td>2%</td>
<td>0.92</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/1</td>
<td>2</td>
<td>2%</td>
<td>0.04</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>55</td>
<td></td>
<td>1.1</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

### EXAMPLE

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

Frank W. Pollacia

Printed Name

Architettura Inc.

Firm Name (If applicable)

Date: 25 Feb 2020

2/25/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 23c
Parking
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:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1

2/25/2020
**Accessible Parking for Residential Units**

Enter the information indicated below.

| Total dwelling Units in the Development: | 55 |
| Total surface parking spaces (including non-residential): | 15 |
| Total carports (including non-residential): | 0 |
| Total garages (including non-residential): | 0 |
| Total parking spaces of all types: | 15 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | 1 |
| Total of all types of parking spaces that serve dwelling units: | 14 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | 3 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | 0 |
| APSs required in excess of one per mobility accessible unit: | 0 |
| **Total APSs required (including dwelling units and facilities/amenities):** | 4 |

**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: 16

Minimum number of carports that must be APSs: 0

Number of garages that must be APSs: 0

**APSs that Must Be Van Spaces**

| Total Van APSs required, including all types of spaces: | 1 |
| Minimum number of surface parking spaces that must be van APSs: | 3 |
| Minimum number of carports that must be van APSs: | 0 |
| Minimum number of garages that must be van APSs: | 0 |

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: Frank W. Pollacia

Printed Name: Frank W. Pollacia

Firm Name (if applicable): Architettura Inc

Date: 25-Feb-2020

2/25/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 24
Rent Schedule
# Rent Schedule

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

**If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.**

### 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>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>PBRA</td>
<td>3</td>
<td>0</td>
<td>1.0</td>
<td>400</td>
<td>1,200</td>
<td>372</td>
<td>59</td>
<td>313</td>
<td>939</td>
<td>59</td>
<td>313</td>
<td>939</td>
</tr>
<tr>
<td>TC 30%</td>
<td>PBRA</td>
<td>3</td>
<td>0</td>
<td>1.0</td>
<td>414</td>
<td>1,242</td>
<td>372</td>
<td>59</td>
<td>313</td>
<td>939</td>
<td>59</td>
<td>313</td>
<td>939</td>
</tr>
<tr>
<td>TC 50%</td>
<td>PBRA</td>
<td>22</td>
<td>1</td>
<td>1.0</td>
<td>414</td>
<td>9,108</td>
<td>665</td>
<td>67</td>
<td>598</td>
<td>13,156</td>
<td>59</td>
<td>598</td>
<td>13,156</td>
</tr>
<tr>
<td>TC 60%</td>
<td>PBRA</td>
<td>27</td>
<td>2</td>
<td>1.0</td>
<td>564</td>
<td>15,228</td>
<td>958</td>
<td>89</td>
<td>869</td>
<td>23,463</td>
<td>89</td>
<td>869</td>
<td>23,463</td>
</tr>
</tbody>
</table>

### Rent Schedule (Continued)

If a revised form is submitted, date of submission:

<table>
<thead>
<tr>
<th>TC20%</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>11%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MR20%</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR40%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
**HOUSING TAX CREDITS**

| TC50% | 40% | 40% | 22 |
| TC60% | 49% | 49% | 27 |
| TC70% | 0   | 0   | 0  |
| TC80% | 0   | 0   | 0  |
| HTC Li Total | 55 |
| EO | 0 |
| MR | 0 |
| MR Total | 0 |

**DIRECT LOAN (NHTF)**

| HTF30% | 0 |
| NHTF Li Total | 0 |
| MR | 0 |
| MR Total | 0 |
| HTF Total | 0 |

**MORTGAGE REVENUE BOND**

| MRB50% | 0 |
| MRB60% | 0 |
| MRB70% | 0 |
| MRB80% | 0 |
| MRB Li Total | 0 |
| MRBMR | 0 |
| MRBMR Total | 0 |
| MRB Total | 0 |

**DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)**

| 30% | 0 |
| 40% | 0 |
| LH/50% | 0 |
| HH/60% | 0 |
| HH/80% | 0 |
| Direct Loan Li Total | 0 |
| EO | 0 |
| MR | 0 |
| MR Total | 0 |
| Direct Loan Total | 0 |

**OTHER**

| Total OT Units | 55 |

**BEDROOMS**

| 0 | 6 |
| 1 | 22 |
| 2 | 27 |
| 3 | 0 |
| 4 | 0 |
| 5 | 0 |

**ACQUISITION + HARD**

| Cost Per Sq. Ft | $132.86 |
| HARD |  |
| Cost Per Sq. Ft | $132.86 |
| BUILDING |  |
| Cost Per Sq. Ft | $83.65 |

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.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 25
Utility Allowance
### Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the "Utility Allowance" estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td>$ 59.00</td>
<td>$ 67</td>
<td>$ 89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ 59.00</td>
<td>$ 67.0</td>
<td>$ 89.0</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

This property operates under a current Section 8 Contract

If a revised form is submitted, date of submission:
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 26
Annual Operating Expenses
# ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$7,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$2,000</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$2,500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$500</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$3,850</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,250</td>
</tr>
<tr>
<td>Other</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$20,600</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Fee</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Effective Gross Income</td>
<td>5.00%</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$22,539</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$40,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$25,000</td>
</tr>
<tr>
<td>Other, payroll, taxes, benefits</td>
<td>$7,000</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$72,000</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$5,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$3,500</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$10,000</td>
</tr>
<tr>
<td>Repairs</td>
<td>$9,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$29,500</strong></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>$10,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$8,000</td>
</tr>
<tr>
<td>Trash</td>
<td>$4,000</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$32,000</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$54,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Property Insurance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per net rentable square foot</td>
<td>$0.93</td>
</tr>
<tr>
<td>Total</td>
<td><strong>$25,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Taxes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate</td>
<td>10.00%</td>
</tr>
<tr>
<td>Source</td>
<td>BCAD</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td>Total Property Taxes</td>
<td>$</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$300</td>
</tr>
<tr>
<td>Annual reserves per unit</td>
<td>$16,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance Fees</td>
<td>$2,200</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$4,700</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit</td>
<td>$4452</td>
</tr>
<tr>
<td>Expense to Income Ratio</td>
<td>54.31%</td>
</tr>
<tr>
<td><strong>Total Annual Expenses:</strong></td>
<td><strong>$244,839</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET OPERATING INCOME (before debt service)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Loan</td>
<td>$176,920</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Annual Debt Service</strong></td>
<td><strong>$176,920</strong></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
</tr>
<tr>
<td><strong>Net Cash Flow</strong></td>
<td><strong>$29,020</strong></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: [ ]

2/28/20
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 27
Pro Forma
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 YEAR</th>
<th>1 YEAR</th>
<th>2 YEAR</th>
<th>3 YEAR</th>
<th>4 YEAR</th>
<th>5 YEAR</th>
<th>10 YEAR</th>
<th>15 YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$461,964</td>
<td>$471,203</td>
<td>$480,627</td>
<td>$490,240</td>
<td>$500,045</td>
<td>$552,090</td>
<td>$609,552</td>
</tr>
<tr>
<td><strong>Secondary Income</strong></td>
<td>$12,540</td>
<td>$12,791</td>
<td>$13,047</td>
<td>$13,308</td>
<td>$13,574</td>
<td>$14,986</td>
<td>$16,546</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$474,504</td>
<td>$483,994</td>
<td>$493,674</td>
<td>$503,547</td>
<td>$513,618</td>
<td>$567,076</td>
<td>$626,098</td>
</tr>
<tr>
<td><strong>Rental Concessions</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$450,779</td>
<td>$459,794</td>
<td>$468,990</td>
<td>$478,370</td>
<td>$487,937</td>
<td>$538,722</td>
<td>$594,793</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES YEAR</th>
<th>1 YEAR</th>
<th>2 YEAR</th>
<th>3 YEAR</th>
<th>4 YEAR</th>
<th>5 YEAR</th>
<th>10 YEAR</th>
<th>15 YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General &amp; Administrative Expenses</strong></td>
<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$23,185</td>
<td>$26,878</td>
<td>$31,159</td>
</tr>
<tr>
<td><strong>Management Fee</strong></td>
<td>$22,539</td>
<td>$22,990</td>
<td>$23,450</td>
<td>$23,919</td>
<td>$24,397</td>
<td>$26,936</td>
<td>$29,740</td>
</tr>
<tr>
<td><strong>Payroll, Payroll Tax &amp; Employee Benefits</strong></td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,037</td>
<td>$93,944</td>
<td>$108,906</td>
</tr>
<tr>
<td><strong>Repairs &amp; Maintenance</strong></td>
<td>$29,500</td>
<td>$30,385</td>
<td>$31,297</td>
<td>$32,235</td>
<td>$33,203</td>
<td>$38,491</td>
<td>$44,211</td>
</tr>
<tr>
<td><strong>Electric &amp; Gas Utilities</strong></td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td><strong>Water, Sewer &amp; Trash Utilities</strong></td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
</tr>
<tr>
<td><strong>Annual Property Insurance Premiums</strong></td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
</tr>
<tr>
<td><strong>Property Tax</strong></td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
</tr>
<tr>
<td><strong>Other Expenses</strong></td>
<td>$4,700</td>
<td>$4,841</td>
<td>$4,986</td>
<td>$5,136</td>
<td>$5,290</td>
<td>$6,132</td>
<td>$7,109</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$244,839</td>
<td>$251,959</td>
<td>$259,288</td>
<td>$266,832</td>
<td>$274,598</td>
<td>$316,987</td>
<td>$365,988</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE YEAR</th>
<th>1 YEAR</th>
<th>2 YEAR</th>
<th>3 YEAR</th>
<th>4 YEAR</th>
<th>5 YEAR</th>
<th>10 YEAR</th>
<th>15 YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>First Deed of Trust Annual Loan Payment</strong></td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
</tr>
<tr>
<td><strong>Second Deed of Trust Annual Loan Payment</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Third Deed of Trust Annual Loan Payment</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Other Annual Required Payment</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$29,020</td>
<td>$30,916</td>
<td>$32,783</td>
<td>$34,618</td>
<td>$36,420</td>
<td>$44,815</td>
<td>$51,885</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$29,020</td>
<td>$59,936</td>
<td>$92,718</td>
<td>$127,336</td>
<td>$163,756</td>
<td>$366,844</td>
<td>$608,593</td>
</tr>
<tr>
<td><strong>Debt Coverage Ratio</strong></td>
<td>1.16</td>
<td>1.17</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.25</td>
<td>1.29</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Phone:

Email:

Date

Signature, Authorized Representative, Syndicator

Printed Name

Date

[Signature]

If a revised form is submitted, date of submission:

2/28/2020
# 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>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$461,964</td>
<td>$471,203</td>
<td>$480,627</td>
<td>$490,240</td>
<td>$500,045</td>
<td>$552,090</td>
<td>$609,552</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$12,540</td>
<td>$12,791</td>
<td>$13,047</td>
<td>$13,308</td>
<td>$13,574</td>
<td>$14,969</td>
<td>$16,546</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$474,504</td>
<td>$483,994</td>
<td>$493,674</td>
<td>$503,547</td>
<td>$513,618</td>
<td>$567,076</td>
<td>$626,098</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$450,779</td>
<td>$459,794</td>
<td>$468,990</td>
<td>$478,370</td>
<td>$487,937</td>
<td>$538,722</td>
<td>$594,793</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</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>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$23,185</td>
<td>$26,878</td>
<td>$31,159</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$22,539</td>
<td>$22,990</td>
<td>$23,450</td>
<td>$23,919</td>
<td>$24,397</td>
<td>$26,936</td>
<td>$29,740</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,037</td>
<td>$93,944</td>
<td>$108,906</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$29,500</td>
<td>$30,385</td>
<td>$31,297</td>
<td>$32,235</td>
<td>$33,203</td>
<td>$38,491</td>
<td>$44,621</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,056</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,192</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,972</td>
<td>$54,453</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,019</td>
<td>$37,815</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,700</td>
<td>$4,841</td>
<td>$4,986</td>
<td>$5,135</td>
<td>$5,290</td>
<td>$6,132</td>
<td>$7,109</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$244,839</td>
<td>$251,959</td>
<td>$259,288</td>
<td>$266,832</td>
<td>$274,598</td>
<td>$316,967</td>
<td>$365,988</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$205,940</td>
<td>$207,836</td>
<td>$209,703</td>
<td>$211,538</td>
<td>$213,340</td>
<td>$221,735</td>
<td>$228,805</td>
</tr>
</tbody>
</table>

| DEBT SERVICE | | | | | | | |
| First Deed of Trust Annual Loan Payment | $176,920 | $176,920 | $176,920 | $176,920 | $176,920 | $176,920 | $176,920 |
| Second Deed of Trust Annual Loan Payment | | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | $29,020        | $30,916        | $32,783        | $34,618        | $36,420        | $44,815        | $51,885        |
| CUMULATIVE NET CASH FLOW | $29,020        | $59,935        | $92,718        | $127,336       | $163,756       | $366,844       | $608,593        |
| Debt Coverage Ratio | 1.16           | 1.17           | 1.19           | 1.20           | 1.21           | 1.25           | 1.29           |

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 §119(a)(1) relating to Financial Feasibility)

*Signature, Authorized Representative, Construction or Permanent Lender*

*Signature, Authorized Representative, Syndicator*

*Phone: (713) 308-5754*

*Email: fefol@obusllc.com*

*Printed Name*

*Date*

*Printed Name*

*Date*

2/28/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 28
Off-site Cost
This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

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

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

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

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

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

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

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

**NOTE: LINES 35-37 HIDDEN**

Total

Signatures of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 2/27/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 29
Site Work Cost
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

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

*For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.*

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site Concrete</td>
<td>$ 120,000.00</td>
<td>1</td>
<td>$ 120,000.00</td>
<td></td>
<td></td>
<td>$ 120,000</td>
</tr>
<tr>
<td>On-site Paving</td>
<td>$ 160,000.00</td>
<td>1</td>
<td>$ 160,000.00</td>
<td></td>
<td></td>
<td>$ 160,000</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$ 210,000.00</td>
<td>1</td>
<td>$ 210,000.00</td>
<td></td>
<td></td>
<td>$ 210,000</td>
</tr>
<tr>
<td>Bumper stops, striping and Signs</td>
<td>$ 40,000.00</td>
<td>1</td>
<td>$ 40,000.00</td>
<td></td>
<td></td>
<td>$ 40,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 530,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Printed Name

Date

If a revised form is submitted, date of submission: 2/27/2020

Seal
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 30
Development Cost Schedule
### Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total 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></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>Eligible Basis (If Applicable)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td><strong>Acquisition</strong></td>
<td><strong>New/Rehab.</strong></td>
</tr>
</tbody>
</table>

### Acquisition
- **Site acquisition cost**: $2,800,000
- **Existing building acquisition cost**: $0
- **Closing costs & acq. legal fees**: $0
- **Other (specify)** - see footnote 1
- **Other (specify)** - see footnote 1

**Subtotal Acquisition Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$2,800,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

### Off-Sites
- **Off-site concrete**: $0
- **Storm drains & devices**: $0
- **Water & fire hydrants**: $0
- **Off-site utilities**: $0
- **Sewer lateral(s)**: $0
- **Off-site paving**: $0
- **Off-site electrical**: $0
- **Other (specify)** - see footnote 1
- **Other (specify)** - see footnote 1

**Subtotal Off-Sites Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

### Site Work
- **Demolition**: $0
- **Asbestos Abatement (Demolition Only)**: $0
- **Detention**: $0
- **Rough grading**: $0
- **Fine grading**: $0
- **On-site concrete**: $120,000
- **On-site electrical**: $120,000
- **On-site paving**: $160,000
- **On-site utilities**: $210,000
- **Decorative masonry**: $0
- **Bumper stops, striping & signs**: $40,000
- **Other (specify)** - see footnote 1

**Subtotal Site Work Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$530,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$530,000</strong></td>
</tr>
</tbody>
</table>

### Site Amenities
- **Landscaping**: $65,000
- **Pool and decking**: $0
- **Athletic court(s), playground(s)**: $25,000
- **Fencing**: $20,000
- **Other (specify)** - see footnote 1

**Subtotal Site Amenities Cost**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$110,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$110,000</strong></td>
</tr>
</tbody>
</table>
# BUILDING COSTS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Before 11.9(e)(2)</th>
<th>Cost After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Metals</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>256,000</td>
<td>256,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>384,000</td>
<td>384,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>175,000</td>
<td>175,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**
- Before 11.9(e)(2): $2,240,000
- After 11.9(e)(2): $0

**Voluntary Eligible Building Costs (After 11.9(e)(2))**
- $81.89 psf
- $2,192,850

If NOT seeking to score points under §11.9(e)(2), E77:E87 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:E87 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): $2,880,000
- $0
- $2,832,850

**Contingency**
- 10.00%
- $288,000
- $288,000

**TOTAL HARD COSTS**
- $3,168,000
- $0
- $3,120,850

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>187,260</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>62,420</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>187,260</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**
- $443,520
- $0
- $436,940

**TOTAL CONSTRUCTION CONTRACT**
- Before 11.9(e)(2): $3,611,520
- $0
- $3,557,790

**Voluntary Eligible “Hard Costs” (After 11.9(e)(2))**
- $0.00 psf
- 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.
### SOFT COSTS³

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Corrected Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>175,000</td>
<td>128,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>50,000</td>
<td>25,600</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>75,000</td>
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<tr>
<td>Accounting fees</td>
<td>15,000</td>
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<tr>
<td>Impact Fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>15,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Soils report</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
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<tr>
<td>Marketing</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>75,000</td>
<td>75,000</td>
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<tr>
<td>Personal property taxes</td>
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</tr>
<tr>
<td>Tenant Relocation</td>
<td>100,000</td>
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</tr>
<tr>
<td>Soft Contingency</td>
<td>75,000</td>
<td>75,000</td>
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<tr>
<td>FFE</td>
<td>150,000</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,140,000</td>
<td>$0</td>
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### FINANCING:

**CONSTRUCTION LOAN(S)³**

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<thead>
<tr>
<th>Description</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>307,255</td>
<td>307,255</td>
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<tr>
<td>Loan origination fees</td>
<td>72,295</td>
<td>72,295</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>190,000</td>
<td>190,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
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<th>Corrected Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>31,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>20,000</td>
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</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<tr>
<td>Bond premium</td>
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<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perm loan inspection and fees</td>
<td>50,000</td>
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</tr>
<tr>
<td>Other closing costs</td>
<td>3,250</td>
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</tr>
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**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Corrected Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2020
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$38,173</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>$82,500</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$904,473</td>
</tr>
<tr>
<td><strong>$</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>$</strong></td>
<td>$737,050</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$787,000</td>
</tr>
<tr>
<td><strong>%</strong></td>
<td>$262,292</td>
</tr>
<tr>
<td><strong>%</strong></td>
<td>$517,500</td>
</tr>
<tr>
<td><strong>15.31% Developer fee Percentage incorrect</strong></td>
<td></td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>$25,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>$301,915</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$326,915</td>
</tr>
<tr>
<td><strong>$</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>$</strong></td>
<td>$0</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

| Total Housing Development Costs                                      | $9,569,908 |
| **$**                                                                | $262,292   |
| **$**                                                                | $5,610,940 |

*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                                                | $262,292  |
| **$**                                                                | $5,610,940 |
| **130%**                                                            |          |
| **Total Adjusted Basis**                                            | $262,292  |
| **$**                                                                | $7,294,223 |
| **100%**                                                            |          |
| **Total Qualified Basis**                                           | $7,294,223|
| **$**                                                                | $0       |
| **$**                                                                | $7,294,223 |

#### Credits Supported by Eligible Basis

| $656,480                                                            |          |
| **$**                                                                | $0       |
| **$**                                                                | $656,480 |

#### 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: **John Gambini**

Phone Number for Contact: **(512) 507-1701**

If a revised form is submitted, date of submission: **2/28/2020**
### 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>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$8,350,000</td>
<td>$ 3,100,000</td>
<td>5.50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HTC</td>
<td>$ 656,498</td>
<td>$ 625,502</td>
<td>$ 6,255,019</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of San Antonio</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$ 500</td>
<td>$ 500</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 593,906</td>
<td>$ 214,389</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** $9,569,908

**Total Uses of Funds** $9,569,908

2/28/2020
**INSTRUCTIONS**: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 

2/28/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 32
MF Direct Loan - Fin. Cap
NOT APPLICABLE
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 the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 33
Match Funds
NOT APPLICABLE
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

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

2/27/2020
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 34
Financing Scoring
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 35
Supporting Docs
February 28, 2020

Fish Pond Living at Prospect Hill, LP  
Alan Stalcup  
9702 Angelwylde Drive  
Austin, Texas 78733  

Re: Fish Pond at Prospect Hill  

Dear Alan,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing to Fish Pond Living at Prospect Hill, LP (the “Borrower”) for the development of Fish Pond at Prospect Hill Apartments, a 55-unit senior LIHTC project to be built in San Antonio, Texas. The proposed terms and conditions are as follows:

**Summary of Terms**

**Borrower:** Fish Pond Living at Prospect Hill, LP

**Guaranty:** Construction loan guaranty will be provided by Alan Stalcup, FSH Development, LLC, and related entities. The General Contractor will provide full project Payment and Performance Bonds. Permanent loan will be non-recourse except as to “bad-boy” carve outs.

**Project:** Fish Pond at Prospect Hill Apartments

**Credit Facilities:** A) Construction loan of up to $8,350,000:

- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.50% (floor of 5.50%)
- 24-month construction loan, plus one 6-month extension as below
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- Total construction loan period including extension is 30-months
B) Permanent loan of approximately $3,100,000 at an assumed underwriting rate of interest of 4.90%:

- Permanent loan rate to be locked at no later than construction loan closing of 30-month construction loan. The permanent loan rate would be 4.90% locked today.
- 15-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1:15:1 debt service coverage.
- No pre-payment penalty – you may pre-pay the construction or permanent loan at any time without penalty.
- Principal and interest due monthly during permanent period based on a 40-year amortization; balloon payment due at maturity.
- Replacement reserves to be $250 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. It is expected that these reserve requirements will mirror the equity LOI.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a third party construction engineering firm hired by or acceptable to the Bank.

Loan-to-value:

1) Actual loan amount will be based on LTV not to exceed 80% during construction period, based on rent-restricted value plus value of the tax credits; 2) LTV not to exceed 90% during permanent period, based on stabilized rent-restricted value. Appraisal report will be in form and substance acceptable to the Bank.

Collateral:

- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Assignment and subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

Fees:

Origination fee of 1.00% of the construction loan (payable at construction loan closing), a 0.25% fee for the extension (payable upon exercise) and a 1.00% fee for the permanent loan (payable at construction loan closing). Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether the facilities contemplated herein are funded or not. This obligation will survive whether the loans are approved or not.

Reporting Requirements: Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period
Summary of Conditions

This proposal is subject to all the following conditions being met prior to construction closing:

**Tax Credit Allocation:** Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $656,498

**Tax Credit Equity:** Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has the equity partner purchasing the tax credits at $0.88/credit, providing total equity of $6,255,019.

**Other Funds:** The Bank acknowledges other anticipated project financing to include the following:
- City of San Antonio - $500

**Developer Fee:** Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement. Current Model shows $213,389 in deferred developer fee.

**Project Budget:** The Bank's current understanding of the project budget is based on initial verbal discussions and files provided by the Borrower on February 28, 2020. The Bank acknowledges that this project budget is subject to change.

However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

**Other Conditions:** Receipt and approval of those items listed in the Due Diligence Checklist

The attached 15-year *pro forma* was prepared by Fish Pond Living at Prospect Hill, LP (Applicant) for Fish Pond at Prospect Hill Apartments to be located in San Antonio, Texas. The *pro forma* is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CommunityBank of Texas’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15x’s debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Fish Pond Living at Prospect Hill, LP and its Principals. At this time, CommunityBank of Texas has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.
This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank's internal approval process, which includes, but is not limited to, a review of the Borrower's then current financial condition and review and approval of all third-party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Alan, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

Community Bank of Texas, N.A.

By: _____________________________
    Stephen W. Rose, Executive Vice President

Agreed to:

Fish Pond Living at Prospect Hill, LP

By: _____________________________
    Authorized Signer of the Borrower
## 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>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$461,964</td>
<td>$471,203</td>
<td>$480,627</td>
<td>$490,240</td>
<td>$500,045</td>
<td>$552,000</td>
<td>$609,552</td>
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<tr>
<td>Secondary Income</td>
<td>$12,540</td>
<td>$12,791</td>
<td>$13,047</td>
<td>$13,308</td>
<td>$13,574</td>
<td>$14,986</td>
<td>$16,546</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$474,504</td>
<td>$483,994</td>
<td>$493,674</td>
<td>$503,547</td>
<td>$513,618</td>
<td>$567,076</td>
<td>$626,098</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$450,779</td>
<td>$459,794</td>
<td>$468,990</td>
<td>$478,370</td>
<td>$487,937</td>
<td>$538,722</td>
<td>$594,793</td>
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</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Category</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>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
<td>$23,185</td>
<td>$26,878</td>
<td>$31,159</td>
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<tr>
<td>Management Fee</td>
<td>$22,539</td>
<td>$22,990</td>
<td>$23,450</td>
<td>$23,919</td>
<td>$24,397</td>
<td>$26,936</td>
<td>$29,740</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,037</td>
<td>$93,944</td>
<td>$108,906</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$29,500</td>
<td>$30,385</td>
<td>$31,297</td>
<td>$32,235</td>
<td>$33,203</td>
<td>$38,491</td>
<td>$44,621</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,056</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$36,000</td>
<td>$37,080</td>
<td>$38,152</td>
<td>$39,338</td>
<td>$40,518</td>
<td>$46,792</td>
<td>$54,453</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,019</td>
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<tr>
<td>Property Tax</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$16,500</td>
<td>$16,995</td>
<td>$17,505</td>
<td>$18,030</td>
<td>$18,571</td>
<td>$21,529</td>
<td>$24,958</td>
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<tr>
<td>Other Expenses</td>
<td>$4,700</td>
<td>$4,841</td>
<td>$4,986</td>
<td>$5,136</td>
<td>$5,290</td>
<td>$6,132</td>
<td>$7,109</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$244,839</td>
<td>$251,959</td>
<td>$259,288</td>
<td>$266,832</td>
<td>$274,598</td>
<td>$316,967</td>
<td>$365,988</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$205,940</td>
<td>$207,836</td>
<td>$209,703</td>
<td>$211,538</td>
<td>$215,430</td>
<td>$221,735</td>
<td>$228,805</td>
</tr>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Category</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
<td>$176,920</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$29,020</td>
<td>$30,916</td>
<td>$32,783</td>
<td>$34,618</td>
<td>$36,420</td>
<td>$44,815</td>
<td>$51,885</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$29,020</td>
<td>$59,935</td>
<td>$92,718</td>
<td>$127,336</td>
<td>$163,756</td>
<td>$366,844</td>
<td>$608,593</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.25</td>
<td>1.29</td>
</tr>
</tbody>
</table>

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

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

**Phone:** (713) 304-5754
**Email:** srose@calbix.com

**Date:** 2/28/2020

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

If a revised form is submitted, date of submission: 

2/28/2020
## 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>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amortization</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
<td>$</td>
<td>-</td>
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<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
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<td>0.00%</td>
<td>$</td>
<td>-</td>
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<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$8,350,000</td>
<td>5.50%</td>
<td>1</td>
<td>$3,100,000</td>
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<tr>
<td>Third Party Equity</td>
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<td>$656,498</td>
<td>$625,502</td>
<td>$6,255,019</td>
<td>0.94</td>
</tr>
<tr>
<td>Grant</td>
<td>City of San Antonio</td>
<td>$119,911 (d)(2)LPS Contribution</td>
<td>$500</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
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<td>$593,906</td>
<td>$214,389</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$9,569,908</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total Uses of Funds</td>
<td>$9,569,908</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2020
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

\[Signature\]
Signature, Authorized Representative, Construction or Permanent Lender

\[Stephen W. Rose\]
Printed Name

\[2/25/2020\]
Date

Telephone: (713) 308-5754
Email address: Srose@data.com

If a revised form is submitted, date of submission:  

2/28/2020
February 28, 2020

Alan J. Stalcup
Fish Pond Living at Prospect Hill, LP
9702 Angelwylde Dr.
Austin, TX 78733

Re: Fish Pond at Prospect Hill (the “Project”)

Dear Mr. Stalcup:

This letter of intent (this “Letter of Intent”) summarizes the principal business terms under which a CREA, LLC (“CREA”) entity (sometimes referred to herein as the “Limited Partner”) will acquire an interest in Fish Pond Living at Prospect Hill, LP (the “Partnership”) that will develop and operate the Project. The terms and conditions of the Limited Partner’s investment in the Project are subject to the execution of a mutually agreed upon limited partnership agreement (the “Partnership Agreement”) and CREA’s Capital Committee approval. Capitalized terms not otherwise defined herein will have the meanings set forth in the Partnership Agreement.

1) Project Information and Assumptions

The Limited Partner’s willingness to acquire an interest in the Partnership is based upon the following information and assumptions. CREA reserves the right to update and adjust this Letter of Intent to reflect any changes in the following information and assumptions discovered during the due diligence and underwriting review.

a) The Project, located in San Antonio, TX, County of Bexar, will have 55 senior units for rent. Within the Project, 55 units will be occupied in compliance with the Federal low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code (the “Code”).

b) Participants

General Partner (0.010%): Fish Pond at Prospect Hill GP, LLC
Owner of General Partner: GVA Pro, LLC (50%), R2K Consulting, LLC (40%)
Limited Partner (99.989%): CREA Fish Pond at Prospect Hill, LLC
Special Limited Partner (0.001%): CREA SLP, LLC
Developer: FSH Development, LLC
General Contractor: Watermark Construction LP
Property Manager: Alpha Barnes Real Estate Services, LLC
Guarantors: General Partner and Developer
c) **Project Timeframe**

- Closing Date: January 2021
- Construction Completion Date: January 2022
- Qualified Occupancy Date: April 2022
- Stabilized Operations Date: July 2020

d) **Tax Credit Delivery and Pricing**

The terms and conditions set forth in this Letter of Intent are based upon a financial model initially submitted to CREA. Prior to closing, CREA will underwrite your financial assumptions and prepare a final financial model which, if acceptable to the General Partner, will be attached to the fully executed Partnership Agreement (the “Financial Forecasts”).

Federal Low Income Housing Tax Credits (the “Tax Credits”) are expected to be generated by the Partnership and allocated to the partners.

“Projected Tax Credits” means Tax Credits from the Agency in an amount equal to:

- $328,249 (50.00%) in 2022
- $656,498 (100.00%) in 2023 through 2031
- $328,249 (50.00%) in 2032

The Financial Forecasts will reflect equity amounts calculated as follows:

**LIHTC Equity**

- 2020 Federal LIHTC Reservation: $656,498
- Limited Partner Interest: 99.99%
- Credit Price: $0.94

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Federal Equity</td>
<td>$6,170,464</td>
</tr>
<tr>
<td><strong>TOTAL LIMITED PARTNER EQUITY</strong></td>
<td><strong>$6,170,464</strong></td>
</tr>
</tbody>
</table>

The Total Limited Partner Equity assumes an applicable percentage of 9.00% for the Tax Credits.

2) **Limited Partner’s Capital Contribution**

a) The Limited Partner will make capital contributions (“Capital Contributions”) to the Partnership in installments (each, an “Installment”), pursuant to the terms and conditions of the Partnership Agreement. Each Installment is subject to the Limited Partner’s receipt of: (i) a satisfactory AIA forms and general contractor lien waivers (during construction), (ii) a current date down endorsement or title update, (iii) satisfactory evidence that the Project is In Balance, (iv) evidence that the conditions of all prior Installments have been satisfied, and (iv) the General Partner’s certification that the representations and warranties contained in the Partnership Agreement are true and correct as of the date of the Installment. Each Installment will be made within ten (10) business days of the receipt and satisfaction of all items listed below. Installments will be made as follows:
1) $1,234,093 (20.00%), (the “First Installment”), will be funded upon the later to occur of the execution of the Partnership Agreement and satisfaction of the following conditions, as determined by the SLP:
   a) the Limited Partner’s admission to the Partnership;
   b) receipt by the SLP of due diligence documentation customary to closing a LIHTC transaction;
   c) closing of all Project sources and funding of those sources as required pursuant to the Financial Forecasts;
   d) receipt of a fixed rate commitment for the Permanent Loan(s); and
   e) receipt of any necessary building permits or approved will-issue letter.

2) $1,234,093 (20.00%), (the “Second Installment”), will be funded upon the later to occur of January 1, 2022 and satisfaction of the following conditions, as determined by the SLP:
   a) Lien-free (up to $100,000 of liens may be bonded over) Construction Completion of the Project sufficient for all residential rental units to be “placed in service” within the meaning of Section 42 of the Code;
   b) the issuance of all required permanent certificates of occupancy permitting immediate occupancy of all residential rental units;
   c) architect’s substantial completion certification that the Project has been completed in accordance with the Plans and Specifications;
   d) receipt of the accountant’s draft Cost Certification and evidence that the “10% Test” has been met;
   e) receipt by the SLP of satisfactory evidence that all environmental requirements have been met (if applicable); and
   f) execution of a property management agreement if not required at closing.

3) $3,548,017 (57.50%), (the “Third Installment”), will be funded upon the later to occur of July 1, 2022 and satisfaction of the following conditions, as determined by the SLP:
   a) the achievement of Stabilized Operations (as defined below);
   b) receipt and approval of the Limited Partner’s third-party review of all of the first year’s tenant files for compliance with the Code and State requirements in accordance with Section 8(c) hereof;
   c) receipt of the accountant’s final Cost Certification;
   d) payment in full of the Construction Loan and closing and funding of the Permanent Loans (which may occur simultaneously with the payment of this Third Installment);
   e) receipt of the final as-built ALTA survey of the Project.

   “Stabilized Operations” means a 90-consecutive day period following Construction Completion upon which: (i) the Project has achieved Qualified Occupancy, (ii) the Project has maintained physical occupancy of at least 90%, (iii) closing and funding of the Permanent Loan has occurred, and (iv) the Project has satisfied the Debt Coverage Ratio requirement in Section 3.

4) $154,261 (2.50%), (the “Fourth Installment”), will be funded upon the later to occur of October 1, 2022 and satisfaction of the following conditions, as determined by the SLP:
   a) the IRS Form 8609 for all buildings;
   b) receipt of the approved and recorded Restrictive Covenant; and
   c) an executed copy of the Deferred Developer Fee Note; and
   d) a copy of the filed 168(h) election (if applicable).

b) All equity Installments during the construction period (including the Construction Completion installment) will be funded on a monthly draw basis. Concurrently with the date a construction draw request is made to a lender, or when an Installment is requested during the construction period, the General Partner will furnish to the SLP a copy of any documents submitted to a lender as part of a construction draw or as otherwise required herein.
3) Project Financing

   a) Interim Financing:

      1) $8,350,000 construction loan from Community Bank of Texas (the “Construction Loan”). The terms and conditions of the Construction Loan and all documentation evidencing the Construction Loan will be subject to the approval of CREA’s Capital Committee in their sole and absolute discretion.

   b) Permanent Financing:

      1) $3,100,000 permanent loan from Community Bank of Texas (the “Permanent Loan”). The Permanent Loan will have a fixed interest rate locked at closing not to exceed 5.50%, a term extending at least one year beyond the end of the Compliance Period, an amortization of not less than 40 years, and will be a Partnership non-recourse loan. The Permanent Loan will create a debt coverage ratio of not less than 1.15:1.00 at conversion and not less than a projected 1.10:1.00 during the Compliance Period (the “Debt Coverage Ratio”). The terms and conditions of the Permanent Loan and all documentation evidencing the Permanent Loan will be subject to the approval of CREA’s Capital Committee in their sole and absolute discretion.

   c) Other Source:

      1) $500 Grant from the City of San Antonio.

   All loan financing will be structured so that it will be characterized as “true debt” for tax purposes.

4) Developer Fee – Total - $787,000

   a) In the event that there is a gap between permanent sources and uses, a portion of the Developer Fee will be pledged as a permanent source in the form of Deferred Developer Fee (“DDF”). The DDF is currently estimated at $298,944.

5) Cash Flow Distributions

   a) Subject to any required approvals Cash Flow will be distributed in the following order and priority:

      1) To pay any current and accrued but unpaid Asset Management Fee;
      2) To repay any unpaid loans made by the Limited Partner or the SLP;
      3) To the Limited Partner for any Tax Credit adjusters;
      4) To pay any DDF (plus any accrued interest), and then as a return of capital to the General Partner to the extent of any General Partner Capital Contribution required to pay DDF at the end of the Compliance Period;
      5) To the Operating Reserve Account until such account is equal to the initial Operating Reserve amount, and then to the Replacement Reserve Account to replenish expenditures not contemplated in the approved capital budget;
      6) To the payment of any discretionary General Partner loan;
      7) To the payment of Deferred Property Management Fees (if applicable);
      8) To the General Partner to repay any guaranty obligation treated as a loan;
      9) Of the balance, 10.00% to the Limited Partner; and
      10) The balance to the General Partner as an Incentive Management Fee (but not in excess of 12% of the gross revenues of the Partnership, less any related party fees) and, thereafter, as a distribution to the General Partner.

   b) Net Cash from Sale and Refinance will be distributed in the following order and priority:

      1) To repay any unpaid loans made by the Limited Partner or the SLP;
      2) To the Limited Partner for any Tax Credit adjusters;
3) Payment to the Limited Partner to cover the exit tax liability from the Limited Partner’s negative capital account, if any;

4) To pay any current and accrued but unpaid Asset Management Fee;

5) To pay any DDF plus any accrued interest;

6) To fund reserves for contingent or unforeseen liabilities or obligations of the Partnership to the extent deemed reasonable by the Limited Partner;

7) To pay Deferred Property Management Fees;

8) To the payment of any debts and liabilities (including any unpaid fees) owed to the partners or affiliates by the Partnership for Partnership obligations; provided, however, that the foregoing debts and liabilities owed to the partners and their affiliates will be paid or repaid, as applicable, in the following order of priority, if and to the extent applicable; (i) unpaid discretionary loans and (ii) amounts treated as loans for guaranty obligations; and

9) After making the payments specified above, the balance of Net Cash from Sale and Refinance, if any, will be distributed 90.00% to the General Partner and 10.00% to the Limited Partner.

6) CREA Fees

a) The Partnership will pay an annual Asset Management Fee of $5,000, increasing by 3.00% per annum (the “AMF”), which AMF will be earned by the Asset Manager beginning on the first day of the first month after the Project is Placed in Service (with a pro-rata share of such fee earned for any partial calendar year). The AMF is payable pursuant to Section 5 and will accrue without interest until there is sufficient cash available to pay any current and accrued AMF.

b) The Partnership will pay CREA a due diligence reimbursement of $50,000 from the proceeds of the First Installment.

c) The Partnership will pay CREA a one-time initial lease review fee of $30/unit upon achievement of Qualified Occupancy.

7) Other Matters

a) The Management Fee will not exceed the maximum amount permitted by the Agency. The Management Fee is currently estimated at 5.00% of gross collected rents. The Management Fee may be subject to change pending the final underwriting by CREA. If the Management Agent is an affiliate of the General Partner, Developer or any Guarantor, the Management Agent will be required to defer and accrue, without interest, its Management Fee to the payment of any Operating Deficits (the “Deferred Property Management Fee”). Any Deferred Property Management Fee will be paid pursuant to Section 5. The General Partner will be required to remove the Management Agent upon the request of the SLP.

b) The Partnership will establish the Operating Reserve in the amount of six months’ underwritten Operating Expenses and must pay debt service. The Operating Reserve is currently estimated at $301,915 which amount remains subject to final underwriting. The Operating Reserve will be funded out of the proceeds of the Third Installment. The Operating Reserve will be held in the Operating Reserve Account at a bank selected by the Limited Partner, which account will require the prior written consent of the Limited Partner for withdrawals. The Operating Reserve will be used to fund Operating Deficits and will be replenished pursuant to Section 5. The Operating Reserve will be released in accordance with Section 5 at the end of the Compliance Period.

c) The Partnership will establish and maintain an annual Replacement Reserve equal to the greater of: (1) the amount required by the Lender; and (2) $250 per unit per annum escalating at 3.00% per annum, or such greater amount as CREA may reasonably require following its review of the construction documents. On the sixth and eleventh anniversary of Construction Completion, the SLP will have the right to require a physical needs assessment of the Project pursuant to which the amount reserved on a monthly basis may be increased.
8) Miscellaneous

a) The attached 15-year pro forma was prepared by the Fish Pond Living at Prospect Hill, LP for Fish Pond at Prospect Hill located in San Antonio, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on CREA, LLC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

b) Additionally, we have performed a preliminary review of the credit worthiness of Fish Pond Living at Prospect Hill, LP and its Principals. At this time, CREA, LLC 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.

[Signature Pages Follow]
If the above is acceptable, please return one (1) original or electronic copy of your signature to the undersigned. Upon receipt, CREA will begin processing the Partnership Agreement and related documents in accordance with the terms and conditions contained in this proposal.

Thank you for your consideration and we sincerely appreciate the opportunity to work with you.

Very truly yours,

CREA, LLC

By: __________________________

Name: Rachel M. Thomas Phillips
Title: Sr. Vice President, Acquisitions
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 36
Sponsor Characteristics
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:
   - **Yes** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.000%
     - Cash flow from operations: 5.000%
     - Developer Fee: 5.000%
     - Total: 50.00% (Must equal at least 50% regardless of structure)
   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
     - **Yes** A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
     - **Yes** A detailed narrative describing experience in each category is included.
   - Mark all that apply
   - [X] No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
   - [X] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - **Yes** 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.
   - **Yes** 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), hereby certifies that

R2K CONSULTING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 20-DEC-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement 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/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19
R2K Consulting, LLC

HUB Experience

As the managing member of R2K Consulting, LLC, Rogelio (Roger) Canales brings over 20+ years of affordable housing industry experience and over 31+ years of multi-family housing experience to the development. Mr. Canales worked for an affordable housing non-profit developer from 2002-2018. His duties included analyzing potential developments for competitiveness in the tax credit program, determining project feasibility, submitting applications to state agencies, and coordinating meetings with political representatives and neighborhood stakeholders. He also worked closely with the construction and management teams from ground breaking to lease up to ensure timely delivery of buildings. During his time as a Director of Real Estate Development, Mr. Canales worked on housing tax credit applications in Texas.

Mr. Canales' started in the multi-family industry in 1987 as a leasing agent and over the next couple of years work his way up to manager. In 1996 Mr. Canales went to work for Ausmus and Associates as a trainer and technical support specialist for affordable housing software. The software was built to help in the compliance of Project Based Section 8 subsidy, Rural Rental Assistance and other rental assistance through HUD and USDA. After several years Mr. Canales moved to Austin to become the IT and Compliance specialist for Southwest Housing Compliance Corporation (SHCC). SHCC was under contract to analyze, monitor and assist all properties in Texas with Section 8 Assistance.

HUB Participation

R2K Consulting, LLC, the Historically Underutilized Business (HUB) partner and 20% owner of Pendleton Square, will materially participate in the development and operation of the property in the following manner:

1. Application
   a. Development site review
   b. LIHTC application input and review
   c. Development and Operating Pro Formas - providing input and review
   d. Response and content participation of ongoing application items
   e. Input on debt and equity structure

2. Construction
   a. Participation with Management Agent on preparation and lease feedback
   b. Review and provide feedback on plans and specs
   c. Periodic on-site inspections during construction

3. Operations
   a. Review of monthly operating and leasing data and provide feedback
   b. Asset and Management Review participation
   c. Participation and review on TDHCA compliance reviews, equity partner compliance, and physical inspections of the property
   d. Input and review of annual budget and audit
   e. Partner meeting agenda review and participation
   f. Periodic site visits and input

4. Partnership Responsibilities
   a. Assist in identifying and responding to structural, community and operational issues
   b. Trouble shooting and strategy resolution participation when necessary
   c. General asset oversight participation

In addition to the above involvement, R2K Consulting, LLC will work closely with management company, overseeing lease-up activities. R2K Consulting, LLC will also physically visit the development during lease up (monthly) to review rent rolls and, if necessary, participate in marketing activities. R2K Consulting, LLC will be at the site no less than six times a year after stabilization and more frequently if needed.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 37
Org Charts
Fish Pond at Prospect Hill
TDHCA # 20330
Tab 37

Development Owner

Fish Pond Living at Prospect Hill, LP
APPLICANT
(to be formed)
Ability to Control

Fish Pond at Prospect Hill GP, LLC
GENERAL PARTNER
0.01%
(to be formed)

GVA Pro, LLC
MEMBER
50%
Ability to Control

R2K Consulting, LLC
MEMBER
40%

Roger Canales
50%
Managing Member
Ability to Control

Karen E. Canales
25%
MEMBER

Ramonne H. Canales
25%

Crea, LLC
LIMITED PARTNER
99.99%
(to be determined affiliate)
Ability to Control

Alan Stalcup
100%
MANAGING MEMBER
Ability to Control

(to be formed)
Developer

FSH Development, LLC
DEVELOPER
Ability to Control

Alan J. Stalcup
100%
Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1843397698400
File/Vendor Number: 520026
Approval Date: 17-DEC-2019
Scheduled Expiration Date: 17-DEC-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
R2K CONSULTING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 20-DEC-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement 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/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19
R2K Consulting, LLC

HUB Experience

As the managing member of R2K Consulting, LLC, Rogelio (Roger) Canales brings over 20+ years of affordable housing industry experience and over 31+ years of multi-family housing experience to the development. Mr. Canales worked for an affordable housing non-profit developer from 2002-2018. His duties included analyzing potential developments for competitiveness in the tax credit program, determining project feasibility, submitting applications to state agencies, and coordinating meetings with political representatives and neighborhood stakeholders. He also worked closely with the construction and management teams from ground breaking to lease up to ensure timely delivery of buildings. During his time as a Director of Real Estate Development, Mr. Canales worked on housing tax credit applications in Texas.

Mr. Canales’ started in the multi-family industry in 1987 as a leasing agent and over the next couple of years work his way up to manager. In 1996 Mr. Canales went to work for Ausmus and Associates as a trainer and technical support specialist for affordable housing software. The software was built to help in the compliance of Project Based Section 8 subsidy, Rural Rental Assistance and other rental assistance through HUD and USDA. After several years Mr. Canales moved to Austin to become the IT and Compliance specialist for Southwest Housing Compliance Corporation (SHCC). SHCC was under contract to analyze, monitor and assist all properties in Texas with Section 8 Assistance.

HUB Participation

R2K Consulting, LLC, the Historically Underutilized Business (HUB) partner and 20% owner of Pendleton Square, will materially participate in the development and operation of the property in the following manner:

1. Application
   a. Development site review
   b. LIHTC application input and review
   c. Development and Operating Pro Formas - providing input and review
   d. Response and content participation of ongoing application items
   e. Input on debt and equity structure

2. Construction
   a. Participation with Management Agent on preparation and lease feedback
   b. Review and provide feedback on plans and specs
   c. Periodic on-site inspections during construction

3. Operations
   a. Review of monthly operating and leasing data and provide feedback
   b. Asset and Management Review participation
   c. Participation and review on TDHCA compliance reviews, equity partner compliance, and physical inspections of the property
   d. Input and review of annual budget and audit
   e. Partner meeting agenda review and participation
   f. Periodic site visits and input

4. Partnership Responsibilities
   a. Assist in identifying and responding to structural, community and operational issues
   b. Trouble shooting and strategy resolution participation when necessary
   c. General asset oversight participation

In addition to the above involvement, R2K Consulting, LLC will work closely with management company, overseeing lease-up activities. R2K Consulting, LLC will also physically visit the development during lease up (monthly) to review rent rolls and, if necessary, participate in marketing activities. R2K Consulting, LLC will be at the site no less than six times a year after stabilization and more frequently if needed.
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 38
List of Orgs and Principals
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 39
Previous Participation
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: FSH Development, LLC - Developer

Email Address: astalcup@gvamgt.com

City & State of Home Addr: Austin, Texas

Applicant Legal Name: Fish Pond Living at Prospect Hill, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<th>CEAP</th>
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Fish Pond at Prospect Hill
TDHCA # 20330

Tab 40
Nonprofit Participation
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### Nonprofit Participation

**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.

- **Organization Name:**
- **Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?**
- **If no to the question above, what is its current legal status?**
- **If "Other" please specify:**
- **Date of legal formation of Nonprofit Organization:**
- **1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**
  - If “Yes”, will this nonprofit organization Control the Applicant?
  - What is the ownership percentage of this nonprofit organization?
- **2) Describe the nonprofit’s participation:**
- **3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**
- **4) Will the nonprofit receive part of the development fees paid in connection with the development?**
  - If "Yes," explain:

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.
### List of the Nonprofit Organization's Board Members, Directors and Officers

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<td>Title</td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>Ext.</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 41
Nonprofit Support Docs
NOT APPLICABLE
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
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 42
Dev Team
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 43
Architect Certification
The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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 22,972 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 1,414 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

23 Feb 2020

___________________________________
    Date

___________________________________
    Printed Name

14173 Texas

___________________________________
    License Number and State

Architettura Inc.

___________________________________
    Firm Name (If applicable)
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 44
Experience
**2020 EXPERIENCE CERTIFICATE REQUEST FORM**

**Section 1.**

<table>
<thead>
<tr>
<th>APPLICANT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name to Appear in the Certification:</td>
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<tr>
<td>Return Certificate C/O:</td>
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<td>Address:</td>
</tr>
<tr>
<td>City:</td>
</tr>
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<td>State:</td>
</tr>
<tr>
<td>Zip:</td>
</tr>
<tr>
<td>Contact Phone:</td>
</tr>
<tr>
<td>Contact Fax:</td>
</tr>
<tr>
<td>Contact Email:</td>
</tr>
</tbody>
</table>

**Section 2.**

The applicant above certifies to the following (applicant must INITIAL each that applies):

- The individual to be named on the Experience Certificate will be one of the Principals of the Development Owner, General Partner or Developer of a 2020 application for multifamily funding, including Housing Tax Credits.
- The individual to be named on the Experience Certificate was a Principal of the Development Owner, General Partner or Developer for the 150 units (minimum) submitted for experience.
- The individual to be named on the Experience Certificate had the authority to act on behalf of an eligible Principal per written agreement for the 150 units (minimum) submitted for experience (agreement must allot said authority directly to the individual).
- X The individual to be named on the Experience Certificate is eligible to be an Applicant.

**Section 3.**

Provide one or more of the following documents verifying the number of units constructed or rehabilitated, that the units were completed and that the individual to be named either WAS a Principal or had the authority of a Principal during the construction or rehabilitation of those units. Mark the checkbox to identify the document(s) provided:

- 2014 through 2019 Experience Certification Letter.  *(No earlier certifications are acceptable.)*  
  Only required if the individual to be named on the Experience Certificate is claiming the authority to act on behalf of an eligible Principal.
- American Institute of Architects (AIA) Document (A102) or (A103) 2007 Standard Form of Agreement between Owner & Contractor
- AIA Document G704 -- Certificate of Substantial Construction
- AIA Document G702 -- Application and Certificate for Payment
- Certificate of Occupancy
- IRS Form 8609 (only one for development is required)
- HUD Form 9822
- Development agreement
- Partnership agreement; or
- X Other documentation satisfactory to the Department verifying that a Principal of the Development Owner, General Partner or Developer has the required experience. If documents are over 30 pages, highlight the relevant information. All documents should serve a purpose. Excess documentation should be avoided.

*Remember to attach supplemental information checked above behind this form in order to establish previous experience.*
Ms. Elizabeth Henderson
Program Specialist III
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Re: Experience Certification - FishPond at Corpus Christi (TDHCA 19610)

Dear Ms. Henderson,

This letter serves in response the Experience Certification Letter.

Alan Stalcup (GVA Pro, LLC) has extensive experience in the acquisition and renovation of apartment communities, with holdings of both market rate and affordable properties in Texas, Colorado, and Tennessee.

He acquired and renovated over 10,000 multifamily units with a total purchase price of $715 million and development / renovation costs in excess of $27 million. As discussed, as evidence to this experience, we have included the General Ledger of 302 North Apartments in Georgetown, Texas.

Attached is a General Ledger of the capital improvements which shows a breakdown of the costs for each major category and the Invoice Detail. We are happy to provide any further invoice detail requested. Note that this was an acquisition and renovation of an existing property, so a Certificate of Occupancy was already in place. Also, note that the General Ledger only reflects the Contract Labor and not the allocated cost for on-site employees or from other owned properties.

Please call me if you have any questions.
## Renovation Summary for
302 North (formerly Apple Creek Apartments)
176 Units - Georgetown TX

<table>
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<tr>
<th>Category</th>
<th>Total Cost</th>
<th>per Unit</th>
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<tbody>
<tr>
<td>Appliances</td>
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<td>$1,786</td>
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<tr>
<td>Cabinets</td>
<td>$4,691</td>
<td>$27</td>
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<tr>
<td>Clubhouse</td>
<td>$31,141</td>
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<td>Contract Labor</td>
<td>$282,362</td>
<td>$1,604</td>
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<tr>
<td>Countertops / Tubs</td>
<td>$119,742</td>
<td>$680</td>
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<tr>
<td>Electrical</td>
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<td>$152</td>
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<td>Equipment</td>
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<td>$12</td>
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<tr>
<td>Exterior Paint</td>
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<td>$624</td>
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<td>Fence/Gate</td>
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<td>$51</td>
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<td>Flooring</td>
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<td>Hardware</td>
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<td>HVAC</td>
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<td>Interior</td>
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<td>$161</td>
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<tr>
<td>Landscaping / Irrigation</td>
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<td>Lighting / Ceiling Fans</td>
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<tr>
<td>Other</td>
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<tr>
<td>Paint / Sheetrock</td>
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<td>$614</td>
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<td>Parking Lot</td>
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<tr>
<td>Plumbing / Fixtures</td>
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<tr>
<td>Roof</td>
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<tr>
<td>Signage</td>
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<td>$61</td>
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<tr>
<td>Start Up Costs</td>
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<td>Structure</td>
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<td>$13</td>
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<td>Window Coverings</td>
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<tr>
<td>Windows and Doors</td>
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**TOTAL**                   | **$2,009,779** | **$11,419** |
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<tr>
<th>Property Name</th>
<th>Location</th>
<th>Units</th>
<th>Date Purchased</th>
<th>Purchase Price</th>
<th>Rehab Costs</th>
<th>Total Investment</th>
<th>Rehab %</th>
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<td>SATI</td>
<td>San Antonio, TX</td>
<td>2115</td>
<td>Dec-18</td>
<td>$158,300,000</td>
<td>$4,635,161</td>
<td>$163,935,161</td>
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<td>Stone Ridge (S00E)</td>
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<td>The Legacy (Mueller City View)</td>
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<td>Penbrook Club (7227)</td>
<td>Austin, TX</td>
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<td>May-16</td>
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<td>Dallas, TX</td>
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<td>Huntington Glen</td>
<td>Houston, TX</td>
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<td>Santa Fe Place (Balcones)</td>
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<td>Villas Del Encanto</td>
<td>San Antonio, TX</td>
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<td>Club Creek (502 N)</td>
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<td>3-Pack</td>
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<td>Kyle, TX</td>
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<td>Ft. Worth, TX</td>
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<td>$4,864,604</td>
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<td>The Highlands (The Finley)</td>
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<td>The Slate</td>
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<td>$6,305,338</td>
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<td>Heritage Square (Solaire)</td>
<td>Dallas, TX</td>
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<td>$392,273</td>
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<td>Cordoba</td>
<td>San Antonio, TX</td>
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<td>Whispering Hills</td>
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<td>Sanridge</td>
<td>Pasadena, TX</td>
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<td>Delwood Station</td>
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<td>Dec-15</td>
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<td>17th Street</td>
<td>Springfield, TN</td>
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<td>Jul-17</td>
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<td>Parkview</td>
<td>Corpus Christi, TX</td>
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<td>Heritage Hills &amp; Newton Place (Clarksville)</td>
<td>Oak Grove, KY</td>
<td>216</td>
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<td>Jun-19</td>
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<td>Canyon Lakes, TX</td>
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<td>Granbury, TX</td>
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<td>San Antonio, TX</td>
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<td>Apr-19</td>
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<td>Chattanooga, TN</td>
<td>269</td>
<td>May-19</td>
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<td>$7,523</td>
<td>$31,773,523</td>
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<td><strong>$714,889,709</strong></td>
<td><strong>$27,062,105</strong></td>
<td><strong>$741,951,813</strong></td>
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BORROWER'S STATEMENT

Date: June 11, 2018
GFNo: 201800515

Loan From: Holliday Fenoglio Fowler, L.P., a Texas limited partnership

To: Apple Creek Partners LLC, a Delaware limited liability company
500 West 2nd Street, Suite 1900 #29
Austin, TX 78701

Property:
Lot 1, Apple Creek Subdivision, Williamson County, TX
302 Apple Creek Drive
Georgetown, TX 78626

Lot 2, Apple Creek Subdivision, Williamson County, TX
IH-35
Georgetown, TX 78626

Credits/Funds Received
Loan Amount from Holliday Fenoglio Fowler, L.P., a Texas limited partnership

Good Faith Deposit
POC $123,200.00

Underwriting Deposit
POC $37,320.00

Excess Deposit Credit from Lender
$3,935.00

Total

Less: Charges/Disbursements
FHLMC Application Fee to Freddie Mac
POC $12,320.00

HFF Commitment Fee to HFF L.P.
POC $117,400.00

Appraisal Fee to BBG Assessment
POC $5,000.00

PRR to BBG Assessment
POC $3,450.00

Zoning Letter to Zoning-Info, Inc.
POC $800.00

Non-Refundable Fees to HFF L.P.
POC $7,500.00

Credit Reports to HFF L.P.
POC $100.00

Flood Certification (to Lereta) to HFF L.P.
POC $15.00

Holdback per application to HFF L.P.
POC $10,000.00

Lender Attorney Fee to Moss & Barnett
$14,400.00

Interest on loan (20 days) to HFF L.P.
$26,809.69

Freddie Legal Fees to Kutak Rock LLP
$3,000.00

Tax Escrow to HFF L.P.
$57,743.82

Insurance Escrow to HFF L.P.
$8,635.60

Rate Cap to Bank of New York Mellon Trust Company, N.A.
POC (B) $22,000.00

Rate Cap Broker Fee to Kensington Capital Advisors, LLC
$6,000.00

Title Insurance to Heritage Title Company
$42,236.80

Single Issue loan policy to Heritage Title Company
$51,624.00

Tax deletion (LP & ICB) to Heritage Title Company
$20.00

Not yet due/payable (LP & ICB) to Heritage Title Company
$5.00

T36 Environmental Protect Lien to Heritage Title Company
$25.00

T19 Non-Res. Endorsement to Heritage Title Company
$5,162.40
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<td>UCC Search Reimbursement to Heritage Title Company</td>
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<td>Courier Fee to Heritage Title Company</td>
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<tr>
<td>Recording Fee to Heritage Recording Acct</td>
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<tr>
<td>Tax Certificates to Data Trace</td>
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<td>Guaranty Fee Assessment Recoupment Charge to Heritage GARC Fee</td>
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<tr>
<td>Escrow Acct</td>
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<td>Payoff to Holliday Fenoglio Fowler, L.P.</td>
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<td>Attorney Fees to Christopher K. Bell, Attorney at Law</td>
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<td>Attorney Fees to Fox Rothschild LLP</td>
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<tr>
<td>Property Insurance to Commercial Insurance Solutions Group, Inc.</td>
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<td>Reimbursement for Good Faith Deposit to GVA Pro, LLC</td>
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<td>Reimbursement for Underwriting Deposit to GVA Pro, LLC</td>
<td>$37,320.00</td>
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<tr>
<td>Reimbursement for Search Fees to GVA Pro, LLC</td>
<td>$92.64</td>
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<td>Net Funds due for purchase of 25% Interest from 302 Apple Creek Dr, LLC</td>
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<td>LLC (to GF 201800515A)</td>
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<tr>
<td>UCC Fees to First American Title - UCC Division</td>
<td>$176.00</td>
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**Total Charges/Disbursements**

**Net Amount Due to Borrower**

Borrower 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. The lender involved may be furnished a copy of this statement.

The undersigned hereby authorizes Heritage Title Company of Austin, Inc to make expenditure 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.

Heritage Title Company of Austin, Inc.  
By: John P. Bruce

Apple Creek Partners LLC, a Delaware limited liability company  
By: Alan Stalcup

*Note: Interest on existing liens 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 lienholder.*
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 45
Credit Limit Docs
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 46
Community Input
February 20, 2020

Fish Pond Living at Prospect Hill, LP
Mr. David Fournier
9702 Angelwylde Dr.
Austin, TX  78733

Re:  Fish Pond Living at Prospect Hill, LP – TDHCA #20330
1601 Buena Vista, San Antonio, Texas 78207

Dear Mr. Fournier,

This letter serves to express my support for the application for Low Income Housing Tax Credits (LIHTC), for the above referenced Fish Pond Living at Prospect Hill; this proposed project would be located in House District 123, which I represent.

I believe that this additional affordable housing will be extremely beneficial to my district and I would like to give my support for these efforts; I hope that the Texas Department of Housing and Community Affairs Board will look favorably upon this application.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Diego Bernal
State Representative, District 123
February 24, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: Fish Pond at Prospect Hill – TDHCA #20330
Community Support

Dear Mr. Wilkinson,

I am writing to you to express our support for the Texas Department of Housing and Community Affairs Housing Tax Credit Application #20330, Prospect Hill Apartments, located at 1601 Buena Vista Street, San Antonio, Texas 78207.

American Sunrise serves the community and we believe that there is a need for quality affordable housing in San Antonio for our citizens of moderate-income levels and Fish Pond at Prospect Hill will assist the community in meeting this very important need.

If I can be of further assistance to this important cause, please do not hesitate to contact me directly at (210) 872-1252 any time.

Sincerely,

Mary Alice Cisneros
Mary Alice Cisneros, President
THE NEED:

American Sunrise serves “At Risk” students in the inner city of San Antonio, Texas. Our service area is the most economically distressed census tract in San Antonio. We are in the heart of the West Side – where the median household income is $23,900, significantly lower than the city’s median income of $45,300.

Consider these stark numbers:

• 92 percent of students are economically disadvantaged
• 70 percent of students are academically at risk
• 27 percent of residents live below the poverty line
• 41 percent of adults 25 and older did not graduate from high school

Even in stable homes, educational opportunities are limited.

Many of our student’s parents work 2-3 jobs, have limited education and very limited English proficiency. Our student's parents are hardworking however, limited income means that many families in the inner city we serve, can't afford school uniforms, school supplies, computers, and internet services. These hardships place our students even further behind their regional and global peers.

THE RESPONSE:

Former Housing and Urban Development Secretary and San Antonio Mayor Henry Cisneros and his wife, former Councilwoman Mary Alice Cisneros founded American Sunrise in 2001 in an effort to address these needs and help families lift themselves into more prosperous lives.

American Sunrise is a 501 (c)(3) non-profit which was formed to serve as a catalyst in the revitalization of neighborhoods by providing educational and economic opportunities that improve the lives of hard working families.

The After-School Learning and Literacy Center provides:

• Literacy instruction
• After-school tutoring in all core subjects – Reading, Writing, Math, Science, Computer Literacy.
• Homework assistance
• Certified teachers, retired teachers and student teachers focus on key elements of literacy including speaking, listening, reading and writing through direct instruction.
• Caring and committed volunteers – all background checked
• Mentoring through building positive relationships
• Educational summer camp in collaboration with Texas A&M University of San Antonio
• Healthy meals in collaboration with the San Antonio Food Bank

Our goal is to equip our students with the tools needed to succeed in school, graduate and pursue higher education. The end result is a stronger San Antonio.
American Sunrise – WHERE DREAMS BEGIN

americansunrise-sa.com

Literacy Instruction for Students

Educational support for their families

Tutoring & Homework Assistance

Lessons in wellness and basic life skills

With your support, American Sunrise assists students and parents soar towards success in school, work, and life.
Watch Video At: https://youtu.be/15T9oMkIrPQ

Our 17th Annual Gala- A Night of Movie Melodies brought out some of San Antonio’s best talent for an unforgettable dinner and a show that left guests commenting that it was our best Gala yet!

American Sunrise is an after-school program for at-risk children. Click below to find out more about our work.

Contact us for more information about our program and to learn how you can help.
“LOW INCOME STUDENTS, ESPECIALLY CHILDREN, GENERALLY LOSE TWO MONTHS OF READING ACHIEVEMENT AND THREE MONTHS OF MATH SKILLS DURING THEIR SUMMER BREAK.”
Henry and Mary Alice Cisneros invite you and your family to join our Host Committee as we honor Moms, Grandmothers, and “Mother Figures”.

3RD ANNUAL

AMERICAN SUNRISE

Far Above Rubies

CELEBRATION OF MOTHERS LUNCHEON

SATURDAY, MAY 9, 2020
TriPoint in Grantham Hall
3233 N. St. Mary’s Street | San Antonio, TX 78212
Reception 11:15 am | Luncheon 11:45 to 1:30 pm
Thank you HEB Tournament of Champions for your support of our programming with a $10,000 grant!

Thank you Wells Fargo for a $10,000 grant For investing in our community services!

Thanks to the San Antonio Junior Forum for a $1,378.05 Literacy Grant for American Sunrise!

Thank You to Mario Vazquez for his recent donation of $1,737 to American Sunrise
FOR MORE INFORMATION ON OUR SERVICES, PLEASE SUBMIT YOU INFORMATION WITH A MESSAGE AND WE WILL CONTACT YOU

Contact Us

2007 W Commerce St
San Antonio, TX 78207
(210) 354-3976
info@americansunrise-sa.com

Executive Director
Verlyn Maldonado
210-273-6450
verlyn@americansunrise-sa.com
February 24, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Fish Pond at Prospect Hill – TSHCA #20330 Community Support

Dear Mr. Wilkinson:

Greater San Antonio After-School All-Stars is a nonprofit organization which serves over 5,000 youth in 35 schools located in two school districts. Our office is located within the 78207 zipcode. There is a need for quality affordable housing in San Antonio for citizens of moderate income levels.

We express our support for the Texas Department of Housing and Community Affairs Housing Tax Credit Application #20330, Prospect Hill Apartments, located at 1601 Buena Vista Street, San Antonio, Texas 78207.

Sincerely,

Patricia Karam, Ph.D.
Executive Director
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Inactive Date</th>
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<tr>
<td>Jane Macon</td>
<td>300 Convent St, Ste 2200</td>
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<td></td>
<td>San Antonio, TX 78205 USA</td>
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</table>

Instructions:
- To place an order for additional information about a filing press the 'Order' button.
San Antonio – After School All Stars

With more schools, funding from 21st Century grants, and hard work from staff, ASAS San Antonio can provide more students in the Edgewood Independent School District comprehensive afterschool programming. The district felt an impact as student test scores in the community increased.

Learn More

Play Video
WHAT I LOVE ABOUT AFTER-SCHOOL ALL-STARS...
Revenue:

54%  Foundation
29%  Government
9%  Individual
5%  Event
3%  Other
Expenses:
83% Program
10% Administration
7% Fundraising

Patricia Karam, Executive Director

Jane Macon, Board Chair

After-School All-Stars San Antonio
2300 West Commerce Street, Suite 208
San Antonio, TX 78207

Phone: (210) 229-7827

32 Schools
2,986 Students

92% Qualify for a Free or Discounted Lunch Program

Demographics:

96% Latino/a

2% Black/African American

2% White

LEADERSHIP HIGHLIGHT

Dr. Patricia Karam

When Dr. Patricia Karam became Executive Director of After-School All-Stars San Antonio in 2005, we had programs in 6 schools – now we have programs in 27 schools in two school districts.

Patricia Karam, Ph.D., Executive Director, Greater San Antonio After-School All-Stars

Education:
Doctor of Philosophy from the University of North Texas, Denton, Texas
Master of Education, Our Lady of the Lake University, San Antonio, Texas
Bachelor of Science, Our Lady of the Lake University, San Antonio, Texas
Certificate of Nonprofit Management, University of Texas at San Antonio
Experience:
Employed by the San Antonio Independent School District and served as a teacher, counselor, Director Guidance Services and Executive Director of Student Services which includes Counseling and Guidance, Social Workers, Health Services, and Adult and Community Education.
Core Programs

After-School All-Stars provides programs, transformative experiences, and mentoring that support students in developing skills and habits needed to succeed in life, school, and their future careers. We deliver comprehensive, community-oriented programs to under-resourced students in five program areas:

- Health & Fitness
- Academic Readiness
- STEM
- Career Exploration
- Visual & Performing Arts

View Our 2018 Annual Report

Learn more
Fostering core social-emotional competencies needed at home and in the workplace

Learn More
Providing the Building Blocks for Intentional, Technical Skill Development

Learn More

Preparing Kids for Thriving-Wage Jobs in an Ever-Changing Economy

Learn More
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 47
Third Party
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC
Contact: Darrell G Jack

Development: Fish Pond at Prospect Hill
Target Population: Elderly
Definition of Elderly Age: 55

Site Location: 1601 Buena Vista Street
City: San Antonio
County: Bexar

Site Coordinates:

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Primary Market Area (PMA) Page

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Square Miles: 14.99
Fish Pond at Prospect Hill
TDHCA # 20330

Tab 48
Tie-Breakers
Fish Pond at Prospect Hill
TDHCA # 20330

Deficiency Documents
For TDHCA Use
Fish Pond at Prospect Hill
TDHCA # 20330

Scoring Notice
For TDHCA Use
Fish Pond at Prospect Hill
TDHCA #20330

RFAD
For TDHCA Use
Fish Pond at Prospect Hill
TDHCA # 20330

RFI
For TDHC A Use
Fish Pond at Prospect Hill
TDHCA # 20330

Public Comment
For TDHCA Use
Fish Pond at Prospect Hill
TDHCA # 20330

Commit-Determ Notice
For TDHCA Use

HOUSING LAB
BY BETCO
Fish Pond at Prospect Hill
TDHCA # 20330

MFDL Awd
For TDHCA Use