

Attachment A

Project Name
1028 Tuscaloosa Avenue S.W.
1316 Avenue E
1544 Tuscaloosa Avenue S.W.
3M Apartments #2
A
Adams Crossings (fka BrownStone Apartments)
Addison Way
Alameda Terrace Apartments
Alexander Court Apartments
Alexander Terrace Apartments II
Aliceville Estates
Amberwood Apartments
Amesbury
Annadale Park Apartments
Annie Lee Gardens (fka Sunrise Manor)
Apartments at Russell Erskine (fka Russell Erskine Building)
Arbor Gate Apartments
Arbor Pointe Apartments
Ardmore Square Apartments
Arrow Head Apartments
Ashbrook
Ashley Villas (fka Martin Luther King Villas)
Athens Manor
Athens Square
Austin Springs Apartments (fka Sandy Springs)
Autumn Ridge Apartments
Avon Square
Azalea Pointe Apartments (fka Village Green Apartments)
B
Bankhead Court Apartments
Baptist Oaks Apartments
Bay Oaks Apartments
Bayou Village
Bayview Estates
Bedell Village
Bell Grayson Manor
Belle Vue Square
Bennett Pointe
Beverlye Crossings
Black Oak Apartments
Bloomfield Court
Blountsville Park Apartments

Project Name
1228 Tuscaloosa Avenue, S.W.
1420 Tuscaloosa Avenue, S.W.
3M Apartments #1
Adams Ridge Apartments
Alabaster Bay Apts (fka Wiregrass Point Apts)
Alex Place
Alexander Terrace Apartments
Alfred Radney Apartments (fka Northgate Apartments)
Alison Pointe Apartments
Amberwood Villas (fka Amberwood)
Angela Meadows
Anne Place
Ansley Landing
Applegate Apartments
Arbor Park
Arbors by the Bay (fka North Fork Apartments)
Arlington Park
Artesian Springs Apartments
Ashley Manor II
Ashton Way Apartments
Athens Park Apartments
Augusta Pointe
Autumn Chase Apartments
Autumnwood Apartments
Avondale Gardens
Bankhead Towers
Barrington Parc Apartments
Bayou Bend
Bayou Village Apartments
Beaver Cove
Bedford Pines Apartments
Belle Isle Apartments
Bellemeade Apartments
Berkshire Apartments
Biltmore Place
Blackwood Estates
Blountsville Manor
Bluff View Estates

Attachment A

Bonaire Villas
Brantwood Lane Apartments
Brentwood Landing II Apartments
Brewington Pointe Apartments (fka Brewington Place)
Bristol Downs Apartments (fka Fieldcrest)
Brookeville Apartments
Brookridge Apartments
Brookside Apartments
Brookview Apartments
Brookwood Park Apts (fka Paddock Club)
Burgundy Square (fka New Binford Apartments)
C
Cahaba Glades Apartments (fka Cahaba Trace Apts)
Camellia Place
Campbell Arms Apts. II
Candice Cove
Candlewick Place II
Canebrake Apartments
Canterbury Manor Apartments
Capitol Heights Townhomes (fka Montgomery Overlook)
Cardinal Apartments
Carrington Way Apartments
Carrollton Manor Apartments
Castlewood Apartments
Cedar Bend Apartments
Cedar Grove Apartments
Cedar Ridge Apartments
Cedar Village Apartments
Center Ridge Apartments
Chalkville Manor Apartments
Charles Place
Charter House Apartments
Chastain Manor
Cherokee Apartments
Cherry Ridge Independent Living Apts.
Chestnut Trace
Chickasaw Apartments
Chickasaw II Apartments
Childersburg Estates
CityCenter Place
Clara Verner Tower
Clayton Manor II
Clio Manor
Cobblestone Cove Apartments

Bradley Park Apartments
Brentwood Landing Apartments
Brentwood Park Apartments
Briarwood Estates
Brook Haven Apartments
Brookhill Village (fka The Park at Pell City)
Brookshire Manor Apartments
Brookstone Village Apartments
Brookwood Apartments
Brownstone #2
Butler Cove
Cambridge Apartments
Camellia Village (fka Sasser Haven)
Canaan Estates II
Candlewick Place
Candlewood Apartments
Canterbury Apartments
Canyon View Apartments
Capricorn Apartments
Carriage Hills Apartments
Carroll's Country Crossing
Carson Landing Apartments
Cauldwell Creek
Cedar Forest Apartments
Cedar Key Apartments
Cedar Terrace Apartments
Cedarhaven
Chadwick Place (fka Huntington)
Chancery Square
Charleston Square Apartments (fka Deer Run)
Chase Park Apartments
Chateau Apartments
Cherokee Estates
Chestnut Hill Estates
Chestnut Trace II
Chickasaw Estates
Childersburg Apartments
City Court II Apartments
Clanton Villas
Clayton Manor I
Clear Spring Apartments
Cloverland Apartments
Cobblestone Creek

Attachment A

College Hills Apartments
Collier Cove
Columbia-Hall Apartments
Community Village I
Coosa Village Apartments
Cornerstone Place
Cottage Hill Pointe Apartments
Cotton Run Apartments
Cottonwood Estates
Country Club Cottages
Countryside Villas
Countrywood Apartments, II
Courtland Park Apartments
Covington Place Apartments
Creek Ridge Apartments
Creekwood Apartments
Crestmont Villa Apartments
Crestview Senior Cottages
Crestwood Manor Apartments
Crown Chase
CSP 2001 Alabama HOME
Cumberland Heights
Cypress Village Apartments
D
Dakota Apartments
Deer Park Apartments
Deercreek Village
Deerpoint Apartments
Dekalb Villa
Double Springs Village
Downtown Renaissance
E
Eagle Pointe Apartments
Eagle Ridge Place
East Birmingham Manor
East Plaza Senior Living Apartments
Eastbrook Apartments
Eastbrook Apartments III
Edgemont Apartments
Edgemont Village II
Edgewood Manor
Elk River Apartments

College Manor Apartments
Colonial Manor Apartments
Commerce Street Manor Apartments
Coosa Bend Apartments
Cornerstone Apartments
Cosby Rental's
Cottage Park Apartments
Cottonwood Apartments
Cottonwood Senior Apartments
Country Squire Apartments
Countrywood Apartments
Court Manor Apartments (fka Pine Creek Apts)
Coventry Gardens
Crawford Park
Creeside Apartments
Creekwood Village Apartments
Crestmoor
Crestwood Apartments
Crooked Creek Apartments
Cryar Homes
Cullman Village Apartments
Cypress Landing
Darden Oaks
Deer Ridge
Deerfield Apartments (fka Westgate Apartments)
Deerpoint II Apartments
Double Creek Apartments
Doughty Rental Houses
Dunwoody Place
Eagle Ridge Apartments
Eagle's Landing Development
East Lake House
East Side Apartments
Eastbrook Apartments II
Eastbrook Apartments IV
Edgemont Village
Edgewater Apartments
Edgewood Terrace Apartments
Elmwood Manor Apartments

Attachment A

Elnora Manor
Emerald Valley Apartments
Englewood Apartments
Eufaula Estates
Evangeline Heights
F
Fair Park Apartments
Fairview Apartments
Family Place Apartments
Field Crest Apartments
Fieldstone Apartments
Flint Hill Pointe
Forest Hill Apartments
Forest Ridge
Forrester Gardens
Fox Ridge II Apartments
Fox Run South Apartments
G
Gables Crossing
Garden Greene Apartments
Garden Park Apartments
Gateway Place
Glenwood Meadows Apartments
Grace Ridge
Grand View Apartments
Greenbriar North
Greenbriar Townhouses
Greenridge Apartments
Greenville Apartments
Greystone (fka Wilshire Park)
Gulf Breeze Apartments
H
Hallmark at Talladega
Hallmark at Mobile
Hamilton Place Apartments
Hampton Point Apartments
Hanceville Village Apartments
Harbor Pointe II
Harbor Square Apartments
Harper Homes II
Hartselle Villas
Heflin Hills Apartments

Emerald Pointe (fka Sundown Apartments)
Emery Pointe
Enterprise Apartments
Eutaw Manor Apartments
Ezra Cunningham Apartments (fka Inverness Apts)
Fairoaks Apartments
Fairview Garden Limited
Farrington Apartments
Fieldcrest Apartments
Finley Apartments
Fords Mill Apartments
Forest Manor Apartments
Forest River Apartments
Fox Ridge Apartments
Fox Run Apartments
Foxcroft Apartments
Garden Cove Apartments
Garden Oaks Apartments (fka Crossroads Apts)
Gardner Place Apartments
Glenbrook at Oxmoor Valley, Phase I
Gordo Gardens Apartments
Grady's Walk
Grandview Gardens Apartments
Greenbriar Townhomes
Greenleaf Apartments
Greentree Apartments
Greenwood Park
Griffin-Mandela Apartments
Hallmark Homes at Garden Parkway
Hallson Manor
Hampton Court
Hanceville Manor Apartments
Harbor Pointe Apartments
Harbor Run
Harper Homes I
Harris Hills Apartments
Heatherwood Apartments
Heflin Manor

Attachment A

Heritage Garden Apartments
Hermitage Apartments
Heron Cove II
Hickory Run II Apartments
Hickory Village
High Forest Apartments
HighGate Apartments (fka ChapelRidge Apartments)
Highland Ridge Apartments
Highridge Apartments
Hillcrest Apartments
Hillcross Haven
Hillside West
Hillwood Apartments
Hope VI Family
Houston Place Estates I & II
Hulett Townhouse Apartments
Hunter Ridge Apartments
Hunters Chase
Hunters Run
I
Indian Creek Apartments II
Indian Creek I
Indianwood II (fka McGinnes Village)
Ivy Pointe Apartments
Ivy Village
J
Jackson Square Apartments
Janmar Apartments
Johnson Apartments
Jubilee
K
KAMCO-1
KAMCO-3
Keller Court Apartments
Keystone Apartments
L
Lake Forest Estates
Lakepier Apartments
Lakeridge Apartments
Lakeshore Crossing Apartments
Lakeview Estates
Lamar Heights Apartments

Heritage View Apartments
Heron Cove Apartments
Hickory Run Apartments
Hickory Trace Apartments
Hidden Valley Apartments
High Forest II Apartments
Highland Green
Highland View Apartments
Hill Creek Apartments
Hillcrest Estates (fka Hillcrest Apts.)
Hillside Haven
Hilltop Apartments
Holly Park Estates
Hound's Run I and II Apartments
Hudson Arms Apartments
Hunter Pointe Apartments
Hunter Ridge Apartments, Phase II
Hunters Ridge Apartments
Huntsville Summit
Indian Creek Apartments III & IV
Indian Hills Estates
Inglewood
Ivy Pointe II Apartments
Jackson-Jackson Apts (fka Woodland Townhomes)
Joel Court Apartments
Jordan's Gate
KAMCO-2
KAMCO-4
Kendrick's Way
Kings Forest Apartments
Lake Forest II Apartments
Lakepoint Apartments
Lakeshore Apartments
Lakeside Village Apartments
Lakewood Village
Legacy Senior Village (fka Deerfield Place)

Attachment A

Leighton Manor
Level Line Apartments
LiveOak Village
Loxley Station Development
M
Magnolia Court Apartments (fka Westchester)
Magnolia Gardens II
Magnolia Senior Village
Mallard Pointe Apartments
Martinbrook Apartments d/b/a The Pointe Apartments
Mayfair Manor Apartments
McCay's Landing II
McKenzie Court Redevelopment Phase I
McQueen Village
Meadow Park Apartments (fka Colonial Park Apts)
Meadowlands Apartments
Meadows II Apartments
Megan Manor
Midway Manor Apartments
Minor Road Apartments
Minter Terrace II
Miranda Villas II
Montclair
Morgan Trace Apartments
Morningview Apartments
Moulton Village Apartments
Moundville Gardens Apartments
Mountain Oak Apartments
Mountain View Apartments
Munford Village
N
Nancy Spears Apartments (fka Oakridge Apts)
New Haven Apartments
North Courtland Gardens
North Pointe (fka Willow Springs)
NorthPointe Apartment Homes
O
Oak Hollow Apartments
Oak Park Villas
Oakhaven
Oakwood Villa Apartments
Olive Forest
Olympia Gardens

Leighton Village
Liberty Square Apartments
Livingston Oaks Apartments
Magnolia Gardens
Magnolia Place Apartments
Magnolia Village
Marble Valley Manor Apartments
Mayberry Park
McCay's Landing
McInnis Village
McKenzie Court Redevelopment Phase II
Meadow Oaks Apartments
Meadowcrest Apartments
Meadowood Apartments
Meadowview Apartments
Melodie Meadow Apartments
Mill Run
Minter Terrace Apartments
Miranda Villas
Mockingbird Pointe
Montreat Village Apartments
Morningside Apartments
Morris Manor Apartments
Mound Plaza Apartments
Mountain Lakes
Mountain Ridge Apartments
Mountainside Apartments
Narrow Lane Villas
New Hope Apartments
North Courtland Manor
Northgate Place Apartments
Nottingham Apartments
Oak Meadows Apartments (fka The Oaks Apts)
Oak Ridge Apartments (fka Spearswood)
Oakview Apartments
Oleander Park Apartments
Olive Forest II
Orchard Park Apartments

Attachment A

Oswalt Rental Properties
Oswalt Rental Properties III
P
Palisades Apartments
Park Manor Apartments
Park Place I (fka Metropolitan Gardens)
Park Place Phase III
Park Village Apartments
Parkside Apartments
Parkview Apartments
Parkwood Apartments
Patterson Place
Pecan Cove Apartments
Pecan Grove Apartments
Pecan Lane Apartments
Pepper Tree Apartments
Peppertree Estates
Perdue Village Apartments
Phoenix Apartments aka 6 th Place Apartments
Pine Ridge Apartments
Pine View Crossing Phase II
Pinecrest Apartments
Pinehurst Villas
Pinewood Manor
Pleasant Springs Apartments
Providence Place Apartments (fka Huntington Apartments fka The Landing)
Q
Quail Meadows Apartments
Quail Run Apartments
R
Rainbow Apartments
Raintree Apartments
Redmont II Apartments
Reform Manor Apartments
Regency Pointe
Regis Square
Rickwood Apartments
Ridge View (fka Columbiana Village)
Ridgewood Apartments
River Run Apartments
Riverside Apartments

Oswalt Rental Properties II
Pamela Manor
Park Meadows Apartments (fka Meadowview Apts)
Park Place II (fka Metropolitan Gardens II)
Park Towne Apartments
Parklane Apartment Homes
Parktowne Apartments
Parkway Place Apartments
Pathway Apartments (fka Redwoods Apt.)
Pebble Creek Apartments
Pecan Grove
Pecan Grove Villas (fka Pecan Grove Apartments)
Pecan Ridge
Peppertree Apartments
Peppertree, Phase II
Perry Ridge Apartments
Pine Cone Apartments
Pine View Crossing
Pinebrook Apartments
Pinehaven Apartments
Pinetree Apartments
Plantation Garden Apartments
Poplar Pointe
Provost Avenue Townhomes
Quail Ridge Apartments
Quinlan Castle
Raintree
Raintree Estates (fka Raintree Apartments)
Redwood Apartments
Regency Apartments
Regency Pointe, Phase II
Richmond Park
Ridge Chase Apartments
Ridgecrest Apartments
River Oaks Apartments
River Valley (fka Decatur Village)
Riverview Apartments

Attachment A

Robertsdale Village Apartments
Rock Pointe
Roebuck Gardens Apartments (nka Centerpoint East)
Rolling Hills Terrace
Roosevelt Manor Apartments
Rose Street Apartments
Rosewood
Rosewood Park Apartments
Royal Oak Apartments
Russell Erskine Building
S
Saddle Ridge Apartments
Saddlewood Apartments
Sam Davis Court Apartment
Sandlewood Manor
Sandy Creek Apartments
Savannah Gardens
Sawgrass Apartments
Scottsboro Villas
Serene Grove Elderly Community Apartments
Shadow Lake Apartments
Shadowood Apartments
ShellBrooke Pointe Apartments
Sherwood Apartments
Sherwood Manor Apartments
Skyview Apartments
Sophia's Landing
South Hills
South Park Apartments
South Pointe Apartments
Southampton Villas
Southern Ridge Estates
Southwind Apartments
Spring Creek Apartments
Spring Run Apartments
Springville Apartments
St. Albans
Starrise Haven
Sterling Apartments (fka Westside Apartments)
Stone Ridge Apartments
Stonehurst Apartments
Stratford Square
Sumbry Hill Apartments (fka Sterling Pointe)
Summer Chase Apartments

Robinwood Apartments
Rockwood Apartments
Rogersville Park Apartments
Rolling Ridge
Rosa Parks Place
Rosedale Redevelopment I
Rosewood Manor Apartments
Rosie L. Carpenter Haven (fka Preston Place Apartments)
Royal Rentals
Saddle Ridge Apartments II
Sagewood Apartments
Sanders Black Apartments
Sandpiper Apartments
Sara's Ridge Apartments
Savannah Park
Saxony Apartments
Sea Cove (fka Gulf Shores Apartments)
Seven Pines Apartments
Shadowbluff Apartments
Shadybrook Apartments
Sherburn Homes
Sherwood Knoll
Skyline Apartments
Solstice
South Bay Apartments
South Mall Apartments
South Place
South Pointe Development
Southern Highland Apartments
Southlawn Commons
Sperry Landing
Spring Gardens Apartments II
Springridge Apartments
Springville Heights Apartments
St. Jude Apartments
Sterling Pointe (fka Nottingham Woods)
Stone Gate
Stonecrest Apartments
Stratford Manor Apartments
Sullivan Village Apartments
Summer Breeze Apartments
Summer Place Apartments

Attachment A

SummerPlace (fka Boardwalk Villas II)
Summit Ridge Apartments
Sumter County Apartments
Suncrest Apartments
Sunrise I Apartments
Sunset on the Bayou
Sunset Square Apartments
Susanna Ridge
Sylacauga Heritage Apartments
T
Tall Oaks Apartments (fka Paddock Club)
Terrace Park Apartments
The Arbors of Madison (fka Parkwood Landing)
The Branch Apartments
The Colony Apartments
The Gables
The Grove Apartments
The Kensley Apartments
The Legacy at Newcastle
The Meadows
The Oaks Apartments
The Palladian II Apartments
The Phoenix Building
The Pines Apartments II
The Prado Apartments
The Shoals Mill Development
The Springs Apartments
The Village at Blackwell Farm
The Village at Meadowview
The Woods Apartments (fka Summit Woods)
The Wright Apartments #2
Threadgill-Weatherspoon Apts (fka Summer Wood)
Timber Trail
Timberline Apartments
Troy Apartments, Phase III
Tuscaloosa South
Tuxedo Court Rental Phase II
Tyler Ridge Apartments
V
Valley Brook Apartments
Valley View Apartments
Van Buren Apartments
Victoria Place Apartments II

Summertree Apartments
Summit Terrace
Sun Pointe Apartments
Sunrise Gardens
Sunrise II Apartments
Sunset Point Apartments
Sunset Square II
Sylacauga Garden Apartments III
Tanner Estates
The Arbors at Ellington
The Boulevard Apartments
The Branch at Carson Springs II
The Estates at Northampton
The Gardens at Wellington
The Heatherton Apartments
The Landing
The Lodge at Greenbridge
The Meadows Apartments
The Palladin Apartments
The Park at Rocky Ridge (fka The View at Rocky Ridge)
The Pines Apartments
The Pines At Grove Hill
The Renaissance
The Sojourner Apartments
The Veranda Apartments
The Village at Lakeside
The Villas at Cloverdale
The Wright Apartments
Third Avenue Apartments
Timber Ridge Apartments
Timberlake Apartments
Timberline – Pinehurst Apartments
Turtle Creek Apartments (fka Park Place Apartments)
Tuxedo Court Rental Phase I
Twin Oaks (fka Decatur Duplex)
Valley Cove Apartments
Valley Village
Victoria Place
Village Green Apartments

Attachment A

Village Manor Apartments
Virginia Downs Apartments
Virginia Manor
Virginia Park Apartments (fka Virginia Meadows)
Virginia Pines, Phase II
W
Walnut Creek Apartments
Washington Plaza
Wedowee Heights
Wesley Glen
West Hill Square Apartments
West Ridge Apartments
Westbrooke Apartments
Westfork Apartments
Westhaven Apartments
Westport Apartments
Westport Apartments III
Westview Apartments
Whispering Pines Apartments
Willow Bend Apartments
Willow Ridge Estates
Wilshire Park
Winding Creek Apartments (fka Spring Creek Apt)
Windrush Apartments
Windsor Apartments
Windsor Manor Apartments
Windwood Apartments
Wood Arms Apartments
Wood Springs Place
Woodbridge Apartments
Woodglen Apartments
Woodland Terrace
Woodmere Apartments
Woodrow East Subdivision II
Wynnchase Apartments
Y
Yorktown Village
YW Homes St. Clair Rental

Villas of Lakeridge
Virginia Downs II
Virginia Meadows Phase 2
Virginia Pines Apartments
Vista Terrace
Warrior Apartments Phase II
Water Oak Apartments
Wellington Terrace
Wesley Park
West Meadow II Apartments
West Side Development
Westchester Apartments
Westgate Apartments
Weston Apartments
Westport Apartments II
Westside Apartments II
Whispering Hills Apts (fka Mayfair Village)
Williams Court Apartments
Willow Creek I & II
Willow Trace Apartments
Wimberly
WindOver Apartments
Windscape Apartments
Windsor Apartments (fka Ridge Crest Apartments)
Windsor Place
Wolf Run Apartments
Wood Springs Apartments
Woodbend Apartments
Woodcroft Apartments
Woodland Hills Apartments
Woodley Memorial (fka Golden Age Townhomes)
Woodrow East Subdivision I
Woodville Village
YW Homes Jefferson Co. Rental
YW Housing

ATTACHMENT B**COUNTY CODES AND CONGRESSIONAL DISTRICTS BY COUNTY**

<u>COUNTY</u>	<u>DISTRICT</u>	<u>COUNTY</u>	<u>DISTRICT</u>
AUTAUGA	02	HOUSTON	02
BALDWIN	01	JACKSON	05
BARBOUR	02	JEFFERSON	06 & 07
BIBB	06	LAMAR	04
BLOUNT	04	LAUDERDALE	05
BULLOCK	02	LAWRENCE	05
BUTLER	02	LEE	03
CALHOUN	03	LIMESTONE	05
CHAMBERS	03	LOWNDES	02
CHEROKEE	03	MACON	03
CHILTON	06	MADISON	05
CHOCTAW	07	MARENGO	07
CLARKE	01 & 07	MARION	04
CLAY	03	MARSHALL	04
CLEBURNE	03	MOBILE	01
COFFEE	02	MONROE	01
COLBERT	05	MONTGOMERY	02 & 03
CONECUH	02	MORGAN	04 & 05
COOSA	03 & 06	PERRY	07
COVINGTON	02	PICKENS	04 & 07
CRENSHAW	02	PIKE	02
CULLMAN	04	RANDOLPH	03
DALE	02	RUSSELL	03
DALLAS	07	SHELBY	06
DEKALB	04	ST. CLAIR	04 & 06
ELMORE	02	SUMTER	07
ESCAMBIA	01	TALLADEGA	03
ETOWAH	04	TALLAPOOSA	03
FAYETTE	04	TUSCALOOSA	06 & 07
FRANKLIN	04	WALKER	04
GENEVA	02	WASHINGTON	01
GREENE	07	WILCOX	07
HALE	07	WINSTON	04
HENRY	02		

Revised 10/4/2010

Attachment C

2012 IRS Section 42(d)(5)(B) Qualified Census Tracts

ALABAMA

Metropolitan Area:	Tract	Tract	Tract	Tract	Tract	Tract	Tract	Tract	Tract	Tract
Anniston										
Calhoun County	1.00	3.00	4.00	5.00	6.00	21.01	23.00			
Auburn-Opelika										
Lee County	403.00	406.01	406.02	407.00	408.00	416.00				
Birmingham-Hoover										
Bibb County	101.00									
Jefferson County	3.00	4.00	5.00	7.00	8.00	12.00	14.00	15.00	16.00	19.02
	20.00	23.03	24.00	27.00	29.00	30.01	30.02	32.00	33.00	34.00
	35.00	37.00	38.03	39.00	40.00	42.00	45.00	49.00	51.01	55.00
	101.00	102.00	103.02	106.02	112.10	130.02	131.00	136.01	138.01	
Columbus, AL-GA										
Russell County	302.00	308.00	311.00							
Decatur										
Morgan County	1.00	4.00	6.00	7.00						
Dothan										
Henry County	301.00									
Houston County	406.00	412.00	414.00	415.00						
Florence										
Colbert County	203.00									
Lauderdale County	101.00	102.00	103.00	106.00	107.00					
Gadsden										
Etowah County	2.00	3.00	7.00	8.00	10.00	13.00	14.00	15.00	17.00	
Huntsville										
Limestone County	205.00	206.00	207.00	210.00						
Madison County	2.01	7.02	8.00	11.00	12.00	16.00	21.00	22.00	24.00	25.01
	25.02									
Mobile										
Mobile County	2.00	4.01	4.02	5.00	6.00	10.01	10.02	11.00	12.00	13.02
	14.00	15.01	15.02	16.00	23.01	24.00	26.00	27.00	32.05	38.00
	39.01	39.02	40.00	41.00	42.00	43.00	44.00	45.00	46.00	47.00
	48.00	49.00	71.02							
Montgomery										
Lowndes County	9810.00	9811.00	9812.00							
Montgomery County	1.00	2.00	3.00	4.00	6.00	7.00	10.00	11.00	12.00	15.00
	22.01	22.02	23.00	24.00	30.00	56.03	61.00			
Tuscaloosa										
Greene County	600.00	601.00								
Hale County	403.00	404.00								
Tuscaloosa County	112.00	114.00	117.01	118.00	119.00	126.00				

Attachment C

NonMetropolitan Area	Tract	Tract	Tract	Tract	Tract	Tract	Tract	Tract	Tract	Tract
Baldwin County	106.00									
Barbour County	9502.00	9503.00	9504.00	9506.00	9507.00	9509.00				
Bullock County	9521.00	9522.00								
Butler County	9529.00	9531.00	9532.00	9534.00						
Choctaw County	9567.00	9570.00								
Clarke County	9577.00	9578.00	9579.02							
Coffee County	105.00	110.00	113.00							
Conecuh County	9604.00	9605.00	9606.00							
Covington County	9621.00	9627.00	9630.00							
Crenshaw County	9634.00	9639.00								
Dale County	205.00	207.00								
Dallas County	9964.00	9965.00	9966.00	9968.00	9969.00	9970.00	9971.00	9972.00	9973.00	
Escambia County	9704.00	9706.00								
Macon County	9816.00	9817.00	9818.00	9819.00	9820.00	9821.00	9822.00	9823.00		
Marengo County	9829.00	9831.00	9832.00							
Monroe County	9856.00	9858.00	9860.00							
Perry County	9870.00	9871.00	9872.00							
Pickens County	501.00	503.00	504.00							
Pike County	9889.00	9891.00	9893.00							
Sumter County	9911.00	9912.00	9913.00	9915.00	9916.00					
Talledega County	106.00	118.00								
Wilcox County	9947.00	9948.00	9949.00	9950.00	9951.00					

FORMAT FOR COUNSEL'S OPINION OF NON-PROFIT QUALIFICATION
ALABAMA LIHTC PROGRAM 2012

(Must be submitted with initial application)
(submitted on attorney's letterhead)

Alabama Housing Finance Authority
7460 Halcyon Pointe Drive Suite 200
Montgomery, AL 36117

Subject: (Project Name)
(Project Address)
Eligibility for Nonprofit Set-aside

Ladies and Gentlemen:

You have asked that we render our opinion that (nonprofit) is a qualified nonprofit organization within the meaning of Section 42(h)(5) of the Internal Revenue Code. We understand that you require this opinion as a prerequisite to your consideration of making an allocation of Low-Income Housing Tax Credits with respect to the Project from the set-aside reserved for the use of qualified nonprofit organizations.

In rendering the following opinions, we reviewed the Articles of Incorporation, Charter and Bylaws of (nonprofit); the Letter of Determination dated (date) from the Internal Revenue Service with respect to (nonprofit); and all records of (nonprofit) and other potential participants in the Project sufficient to make a determination as to the relationship of (nonprofit) with any other potential participants in the Project. Based on our review of the foregoing, it is our opinion that:

1. (Nonprofit) is a 501(c)(3) or 501(c)(4) organization and is exempt from tax under Section 501(a).
2. One of the exempt purposes of (nonprofit) includes the fostering of low-income housing.
3. Individuals or entities involved with or related to any potential for-profit participant in the Project are not involved with or related to the creation or management of (nonprofit).
4. (Nonprofit) is not affiliated with or controlled by a for-profit organization.

In rendering the following opinions, we examined certificates containing representations made to us by (nonprofit) and each potential participant in the Project, copies of which are attached hereto and incorporated herein by this reference. Based on our review of the attached certificates, it is our opinion that:

1. (Nonprofit) and all potential participants intend that (nonprofit) will own an interest in the Project either directly or through a partnership (which partnership has not yet been formed).
2. (Nonprofit) and all potential participants intend that (nonprofit) will materially participate (within the meaning of Section 469(h)) in the Project and operation of the Project throughout the compliance period.

It is our intention that this opinion be relied upon by you in making your determination as to the eligibility of the Project to receive Low-Income Housing Tax Credits from the Nonprofit Set-aside.

Sincerely,

(Name of Attorney or Firm rendering opinion)

FORM LETTER
Paving Recommendations

To be submitted under Geotechnical Engineer’s letterhead

Alabama Housing Finance Authority
Attn: Multifamily Department
P.O. Box 242967
Montgomery, AL 36124-2967

RE: (Project Name)
(Project Address)
(Project Owner)
Suitability of Site for the use of Concrete or Asphalt Paving

(Testing Agency) has completed a visual site examination and the excavation of several hand auger bores or test pits at the proposed (Project Name) site in (City). The intent of this examination was to evaluate the site conditions for the use of (select one) (asphalt or concrete) pavement.

After reasonable examination of the soil conditions, we are of the opinion that (Project Name) site is suitable for (select one) (asphalt or concrete) pavement with the following recommendations:

Sincerely,

(Name of Geotechnical Engineer rendering opinion)

ATTACHMENT G

State of Alabama's, state and local, Consolidated Plan Coordinators
Entitlement Cities/Urban County

ANNISTON CDBG, HOME	Mr. Don A. Hoyt, City Manager City of Anniston P.O. Box 2168 Anniston, AL 36202 256 236-3422	Honorable Gene D. Robinson Mayor, City of Anniston P.O. Box 2168 Anniston, AL 36202 256 236-3422
AUBURN CDBG	Ms. Sharon Tolbert, Director Economic Development City of Auburn 144 Tichenor Ave. Auburn, AL 36830 334 501-7275	Honorable Bill Ham Jr. Mayor, City of Auburn 171 N. Ross Street Auburn, AL 36830 334 501-7260
BESSEMER CDBG	Mr. Forrest Davis, Director Community Development City of Bessemer 1800 Third Avenue, North Bessemer, AL 35020 205 424-4060 ext 254	Honorable Edward E. May Mayor, City of Bessemer 1800 Third Avenue, North Bessemer, AL 35020 205 424-4060 ext 32
*BIRMINGHAM CDBG,HOME,ESG	James Fenstermaker, Director Dept. of Community Development City of Birmingham 1800 Third Avenue North Birmingham, AL 35020 205 254-2483	Honorable William A. Bell, Sr. Mayor, City of Birmingham 710 North 20 th Street Birmingham, AL 35203 256 254-2277 ext 2280
DECATUR CDBG	Allen Stover, Director Community Development Administrator City of Decatur P.O. Box 488 Decatur, AL 35602 256 341-4969	Honorable Don Stanford Mayor, City of Decatur P.O. Box 488 Decatur, AL 35602 256 341-4504
DOTHAN CDBG	Mr. Todd McDonald, Planning Director City of Dothan P.O. Box 2128 Dothan, AL 36302 334 615-4410	Honorable Mike Schmitz Mayor, City of Dothan P.O. Box 2128 Dothan, AL 36302 334 615-3111
FLORENCE CDBG	Mr. Phillip Stevenson, Director, Community Development City of Florence P.O. Box 98 Florence, AL 35631 256 760-6630	Honorable Bobby E. Irons Mayor, City of Florence P.O. Box 98 Florence, AL 35631 256 760-6400
GADSDEN CDBG	Mr. Nick Hall, Director of Planning City of Gadsden P.O. Box 267 Gadsden, AL 35902 256 549-4532	Honorable Sherman Guyton Mayor, City of Gadsden P.O. Box 267 Gadsden, AL 35902 256 549-4646
HOOVER CDBG	Mr. Tim Westhovem Assistant Executive Director City of Hoover 100 Municipal Dr. Hoover, AL 35216-5503 205 444-7762	Honorable Tony Petelos Mayor, City of Hoover 100 Municipal Drive Hoover, AL 35216-5503 205 739-6851

*HUNTSVILLE CDBG, HOME	Mr. Michelle R. Gilliam-Jordan, Director Community Development Division City of Huntsville P.O. Box 308 Huntsville, AL 35804-0308 256 427-5400 or 5411	Honorable Tommy Battle Mayor, City of Huntsville P.O. Box 308 Huntsville, AL 35804 256 427-5000
*JEFFERSON County CDBG,HOME, ESG	Dr. Fredrick Hamilton, Director Community Development 716 Richard Arrington Jr. Blvd. Suite A-430 Birmingham, AL 35203 205 325-5761	Ms. Bettye Fine Collins President Jefferson County Commission 716 Richard Arrington Jr. Blvd. Birmingham, AL 35203 205 325-5522
*MOBILE CDBG,HOME,ESG	Mr. Dwayne Vaughn, Interim Executive Director- Mobile Housing Board P.O. Box 1345 Mobile, AL 36633 251 434-2201	Honorable Samuel Jones Mayor, City of Mobile P.O. Box 1827 Mobile, AL 36633 251 208-7395
*MOBILE County CDBG,HOME,ESG	Ms. Nayyer Mandi, Director Grant Administrator Mobile County Commission P.O. Box 1443 Mobile, AL 36633 251 574-5086	Honorable Merceria Ludgood, President Mobile County Commission PO Box 1443 Mobile, AL 36633 251 571-5077
*MONTGOMERY CDBG,HOME,ESG	Mr. Robert E. Smith, Jr., Director City of Montgomery Planning & Development P.O. Box 1111 Montgomery, AL 36101 334 241-2002	Honorable Todd R. Strange Mayor, City of Montgomery P.O. Box 1111 Montgomery, AL 36101-1111 334 241-2000
OPELIKA CDBG	Mr. Marty Ogren City Planner (Director of Planning) City of Opelika P.O. Box 390 Opelika, AL 36803-0390 334 705-5156	Honorable Gary Fuller Mayor, City of Opelika P.O. Box 390 Opelika, AL 36803-0390 334 705-5150
*TUSCALOOSA CDBG,HOME	Mr. William L. Snowden, Director Office of Planning and Economic Development City of Tuscaloosa P.O. Box 2089 Tuscaloosa, AL 35403 205 248-5080	Honorable Walter Maddox Mayor, City of Tuscaloosa P.O. Box 2089 Tuscaloosa, AL 35403 205 248-5001
*State of Alabama HOME, Tax Credits	Mr. Robert Strickland, Executive Director Alabama Housing Finance Authority P.O. Box 242967 Montgomery, AL 36124-2967 334 244-9200	
CDBG,ESG,HOPWA	Mr. Jim Byard, Jr., Director Alabama Department of Economic & Community Affairs P.O. Box 5690 401 Adams Avenue Montgomery, AL 36103-5690 334 242-5090	

*Participating PJ's
revised 1/5/2012

GUIDEFORM GENERAL INFORMATION NOTICE
RESIDENTIAL TENANT NOT DISPLACED

Owner's Letterhead Here

(date)

Dear _____ (tenant name):

_____ (property owner) is interested in rehabilitating the building which you occupy or developing housing through new construction on the land you currently occupy at _____ (address). The proposed project may receive funding assistance from Alabama Housing Finance Authority under the HOME program.

The purpose of this notice is to inform you that you will not be displaced in connection with the proposed project.

If the project application is approved and federal financial assistance is provided, you may be required to move temporarily so that the rehabilitation/new construction can be completed. If you must move temporarily, suitable housing will be made available to you and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs. You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation/new construction, you will be able to lease and occupy your present residence or another suitable, decent, safe and sanitary apartment in the same building/complex under reasonable terms and conditions.*

If federal financial assistance is provided for the proposed project, you will be protected by federal law know as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal if you feel that your application for assistance was not properly considered.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- **This is not a notice to vacate the premises.**
- **This is not a notice of relocation eligibility.**

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact:

(Name) _____ (Title) _____

(Address) _____, (Phone) _____

Sincerely,

(Name) _____

(Title) _____

NOTES

1. The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See Paragraph 2-3 I of Handbook 1378.
2. This guideform. It should be revised to reflect the circumstances.

**Based on the applicable HUD program regulations, if “reasonable terms and conditions,” are defined, one of the following statements or other language may also be required in this Notice:*

- a) *Under HOME at 24 CFR 92.353c(2)C(1): “Your new lease will be for a term of not less than one year. Monthly rent will remain the same or, if increased, your new monthly rent and estimated average utility costs will not exceed: 1) If you are low income, the total tenant payment as defined by HUD (under 24 CFR 5.628), or 2) 30% of the monthly gross household income, if you are not low income”.*
- b) *Under CDBG at 24 CFR 570.606(b)(2)(D)(1): “ Your monthly rent will remain the same or, if increased, your new rent and estimated average utility cost will not exceed 30% of the household’s average monthly gross income.”*
- c) *Under Section 221 Mortgage Insurance Programs under 24 CFR 221.795(i): “Your monthly rent and estimated average utility costs will not exceed the amount approved by HUD.”*

GUIDEFORM NOTICE TO PROSPECTIVE TENANT

Owner's Letterhead Here

(type date)

Dear _____ (tenant name):

On _____(date), _____, (property owner) submitted an application to the **Alabama Housing Finance Authority** for financial assistance to [acquire] [rehabilitate] [demolish] [convert] the building or develop on the land on which you are located at the following proposed project address: _____.

Because Federal funds are being used in this project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended (URA) applies for tenants in residence at the time of application. However, as a new tenant, you will not be eligible for relocation benefits under the URA.

This notice is to inform you of the following information before you enter into any lease agreement and occupy a unit at the above address:

- You may be displaced by the project.
- You may be required to relocate temporarily.
- You may be subject to a rent increase.
- You will not be entitled to any relocation benefits provided under the URA. If you have to move or your rent is increased as a result of the above project, you will not be reimbursed for any such rent increase or for any costs or expenses incurred by you in connection with a move as a result of the project.

Please read this notification carefully prior to signing a rental agreement and moving into the project. If you should have any questions about this notice, please contact the **Alabama Housing Finance Authority** at **7460 Halcyon Pointe Drive, Suite 200, Montgomery, Alabama 36117**. Once you have read and have understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

Name and title

FORM LETTER
OPINION AS TO PROJECT ACQUISITION QUALIFICATION

For Low-Income Housing Acquisition Tax Credit under Section 42 of Internal Revenue Code of 1986, as amended.

To be submitted under Tax Counsel's letterhead

Alabama Housing Finance Authority
Attn: Multifamily Division
P.O. Box 242967
Montgomery, AL 36124-2967

RE: (Project Name)
(Project Address)
(Project Owner)

This opinion is given in compliance with the requirements of the Low-Income Housing Tax Credit Program. This firm represents the project owner in a legal capacity. This opinion is based on factual representations made by the project owner or proposed project owner. We have examined such certificates of the project owner or proposed project owner, researched such questions of law, and conducted such other examinations and investigations as we have deemed necessary in order to render this opinion. This opinion is rendered to induce Alabama Housing Finance Authority to grant an acquisition tax credit under Section 42 of the Internal Revenue Code of 1986, as amended, on the subject project/building. Terms utilized from Section 42 of the Internal Revenue Code shall have the meanings assigned to them in Section 42. .

Based upon the foregoing, we are of the opinion that the building for which the acquisition tax credit is requested meets or will meet the following statutory requirements at the time of tax credit allocation:

(1) the building will be acquired by purchase as defined in Internal Revenue Code, Section 179(d)(2); and

[(PLEASE USE THE PARAGRAPH (2) THAT APPLIES AND DELETE OTHERS)]

(2) either a period of at least 10 years has expired between the date of the building's acquisition by the new project owner and the date the building was last placed in service, or a period of at least 10 years has expired between the date of acquisition by the new project owner and the most recent nonqualified substantial improvement of the building placed in service by the new project owner or by any related persons specified in Internal Revenue Code, Section 42(d)(2)(B)(iii); and

[OR]

(2) the building is a federally-assisted building within the meaning of Internal Revenue Code, Sections 42(d)(6)(A) and 42(d)(6)(C)(i); and

[OR]

(2) the building is a state-assisted building within the meaning of Internal Revenue Code, Sections 42(d)(6)(A) and 42(D)(6)(C)(ii); and

[OR]

(2) the building meets the 10-year rule contained in Internal Revenue Code, Section 42(d)(2)(B)(ii) because it qualifies under the following special rules for certain transfers contained in Internal Revenue Code, Section 42(d)(2)(D)

_____;

; and

[OR]

(2) the 10-year rule has been waived by the Secretary of the Treasury in connection with the building as provided in Internal Revenue Code, Section 42(d)(6)(B), and a true, correct and complete copy of that waiver is attached to this opinion; and]

(3) the building was not previously placed in service by the taxpayer or by any person who was a related person (as defined in Internal Revenue Code, Section 42(d)(2)(D)(ii)) with respect to the tax payer as of the time previously placed in service.

This opinion relates solely to the application identified above and is rendered solely for the purpose of inducing the Alabama Housing Finance Authority to make an allocation of the Low-Income Housing Tax Credit to the identified owner of the building or project specified. This opinion is not to be used for any other purpose or to be relied upon by, or delivered to , any other person.

(Tax Counsel)

STATE OF ALABAMA)
)
[COUNTY] COUNTY)

**ADDENDUM TO DECLARATION OF LAND USE RESTRICTIVE
COVENANTS FOR LOW-INCOME HOUSING TAX CREDITS**

**TENANT HOME OWNERSHIP CONVERSION PROGRAM
([OWNER])**

This Addendum to the Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits with Alabama Housing Finance Authority (“this Addendum”) dated as of _____, 201__ is executed by and between [Owner], an Alabama limited partnership (“Owner”) and Alabama Housing Finance Authority, a public corporation and instrumentality of the State of Alabama (“AHFA”) and consented to by [First Mortgage Lender], a _____ corporation (“Mortgagee”).

Background

Owner is the current owner of those certain [Number of Units] single family homes being developed in [City], [County] County, Alabama (each such single family home being a “Home” and collectively constituting the “Project”). The Project is a low-income housing development and has received an allocation of federal low-income housing tax credits, subject to the terms and conditions of that certain Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits (the “LURC”) executed by Owner, AHFA and Mortgagee and recorded at Book _____, Page _____ in the Office of the Judge of Probate of [County] County, Alabama on _____. The Owner and AHFA now desire to enter into this Addendum to the LURC in order to incorporate a Tenant Home Ownership Conversion Program with respect to the Homes and desire to record this Addendum in said real estate records. Capitalized terms contained herein and not otherwise defined shall have the meaning given to them in the LURC.

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which are hereby acknowledged, Owner and AHFA hereby agree that Owner shall be permitted to sell individual Homes in the Project to Low-Income Tenants but only in accordance with the terms and conditions of this Addendum (collectively, the “Tenant Home Ownership Program”):

1. Conditions to Implementation of Tenant Home Ownership Program. Owner may not begin selling Homes under the Tenant Home Ownership Conversion Program unless and until all of the following items have been completed (collectively, the “Program Conditions”), as evidenced by written certification executed by Owner to AHFA, accompanied by fully executed and recorded (if applicable) photocopies of the items referenced in Sections 1(a), 1(b), 1(c) and 1(d) below:

(a) This Addendum has been fully executed and recorded in the office of the Judge of Probate in the County in which the Project is located.

(b) Owner has recorded a plat in said probate office that establishes each lot on which a Home is located as a separate lot that that can be lawfully conveyed as a separate piece of property, including without limitation compliance with applicable subdivision law.

(c) Each Home has access to all necessary utilities by and through public rights-of-way and/or permanent easements, and such access is not dependent on any exercise or non-exercise of any right or consent by the owner of any other property.

(d) Each Home has direct vehicular and pedestrian access to a lawfully dedicated public street for which the state government or the applicable county or municipal government has accepted maintenance.

(e) Owner has entered into a written agreement with all financial institutions that hold a mortgage on the Property that (i) establishes an agreed release price for each lot on which a Home in the Project is located, such that the aggregate release prices will provide for full payment and satisfaction of the projected outstanding indebtedness secured by such mortgage or mortgages on the last date of the Initial Compliance Period, and (ii) confirms each financial institution's obligation to release its mortgage lien on each lot immediately upon receipt of the release price for that lot. The release price for each lot may be based upon a percentage of the projected outstanding balance of the indebtedness secured by the mortgage on the last day of the Initial Compliance Period (which balance must be expressed in the agreement as a specific dollar figure), and the actual release price for each lot may be adjusted at the time of release according to the actual principal balance of the mortgage loan at that time. The mortgagee's or mortgagees' commitment to release each lot may be contingent upon Owner's making all scheduled debt service payments on the mortgage loan up to and including the date of release.

2. Qualifying Tenants and Purchase Price. Beginning on the first day following the end of the Initial Compliance Period (or such later date on which all Program Conditions have been satisfied) and continuing thereafter until the earlier of (i) the date on which all Homes in the Project has been sold to Low-Income Tenants in accordance with this Addendum, or (ii) the termination of the Extended Use Period, individual Homes may be sold to Low-Income Tenants as follows:

(a) Any person who (i) is identified as a Low-Income Tenant under a current lease for a Home, (ii) has rented such Home for a period of not less than six consecutive months at any time following the date that is six months prior to the end of the Initial Compliance Period, and (iii) has completed a homeownership counseling workshop described in Section 3 below, shall be entitled to purchase the Home such Low-Income Tenant is then occupying for a purchase price equal to the higher of (x) _____% of the then current fair market value of the Home¹ or (y) the price determined under Section 2(c) below.

(b) Fair market value for each Home will be determined in accordance with real estate industry standards, including without limitation comparing market-comparable single family homes that recently sold in the area, including Homes in the Project, and obtaining a current, standard residential appraisal for the Home.

(c) Notwithstanding anything in this Addendum to the contrary with respect to the purchase price of a Home, the minimum purchase price for each Home shall be not less than an amount equal to the sum of (i) the principal amount of indebtedness secured by the Home (determined according to the release prices established by Owner and mortgage holder as described in Section 1(e) above), and (ii) all Federal, State and local taxes attributable to the sale of such Home.

¹ Owner may propose a discounted price as a percentage of fair market value or an alternative pricing schedule.

(d) Upon each sale of a Home in accordance with this Addendum, (i) upon AHFA's written approval of the items delivered by the Owner pursuant to Section 5 below with respect to HOME that is sold pursuant to this Addendum, each Home that is sold and the land on which it is located shall be released from compliance with the terms and conditions of the LURC, and (ii) Owner shall no longer be required to monitor or enforce the Home's compliance with the LURC; provided, however, that such release shall be effective only if the deed conveying the Home to such Low-Income Tenant contains a title restriction that (A) the initial purchaser will not sell or attempt to sell the Home for a period of 5 years following the date of the deed, and (B) in the event that the initial purchaser does sell the Home within such 5 year period, the initial purchaser must pay to Owner at the closing an amount equal to the amount by which the initial purchaser's net sales price for the Home (gross sale price less the initial purchaser's closing costs and payoff of existing mortgage on the Home) exceeds the price paid by such initial purchaser to Owner in accordance with this Addendum. This deed restriction shall apply only to the first sale of each Home by the initial purchaser if it occurs within the referenced five-year period.

3. Counseling. Annually for each of the last five (5) years of the Initial Compliance Period and continuing thereafter so long as the Homes are being offered to Low-Income Tenants for sale, the Owner will conduct a homeownership workshop during which aspects and benefits of homeownership will be discussed with any Low-Income Tenants that desire to participate. Written notice of each workshop will be delivered to each Low-Income Tenant in the Project reasonably in advance of the workshop. Low-Income Tenants that intend to exercise a purchase option and acquire a Home will be required to attend a workshop. In addition, Low-Income Tenants must meet with a certified credit counselor to assist them in achieving the necessary credit standing and financial stability required for home loan qualification and may participate in on-site maintenance workshops emphasizing homeownership maintenance responsibilities.

4. Neighborhood Association. The Owner will organize a neighborhood association within the Project prior to the end of the Initial Compliance Period for the benefit of Low-Income Tenants and future homeowners. The association will allow the Low-Income Tenants and homeowners the opportunity to participate in neighborhood watch programs, community beautification projects, and neighborhood unification projects.

5. Owner Reporting Requirements. Upon each initial sale of a Home in the Project, Owner will deliver the following information to AHFA within five (5) business days following each such sale:

(a) Owner's written certification under penalty of perjury (i) identifying the lot that was sold, (ii) stating the building identification number (for tax credit purposes) of each building that was sold, (iii) identifying the Low-Income Tenant who is the purchaser, (iv) stating the Low-Income Tenant's purchase price and (v) confirming that both the Owner and the Low-Income Tenant have complied with all requirements of this Addendum for such sale.

(b) A photocopy of the fully executed deed conveying title to the initial purchaser, which deed must contain the language required by Section 2(d) above.

(c) A photocopy of a fully executed release evidencing that the lot on which the Home is located has been released from any mortgage lien then encumbering the Project.

6. Owner Agreements and Representations. In consideration of AHFA's execution and delivery of this Addendum, Owner ratifies, confirms and agrees as follows:

(a) The LURC remains in full force and effect, except as expressly amended by this Addendum, and Owner covenants to enforce the terms and conditions of the LURC and this

Addendum at Owner's sole cost and expense, including without limitation, taking legal action in appropriate cases.

(b) Owner may not sell any Home to a buyer other than Low-Income Tenants that resided in such Home for a period of not less than six months prior to the date of purchase of such Home.

(c) Owner will not list or offer for sale any Home that is occupied by a Low-Income Tenant except (i) for sale to that Low-Income Tenant, or (ii) upon receipt of notice that such Low-Income Tenant does not intend to renew the lease or intends otherwise to terminate the lease in accordance with the terms thereof. Owner will not evict or attempt to evict any Low-Income Tenant in order to sell the Home occupied by such Low-Income Tenant or in order to lease such Home to another Low-Income Tenant who wishes to buy it.

(d) Low-Income Tenants in the Project are third party beneficiaries of Owner's obligations under this Addendum and shall have the right to enforce the terms and conditions of this Addendum against Owner by means of any available legal remedy, including without limitation actions for specific performance in appropriate cases.

(e) Owner hereby agrees to hold AHFA harmless and to indemnify AHFA from and against any and all claims, liabilities or expenses of any type or description, known or unknown, arising under any circumstances from the Tenant Homeownership Conversion Program established by this Addendum. Owner will notify AHFA within 5 business days of its receipt of any information concerning an actual or potential claim, liability or expense against Owner or AHFA in connection with such program and will defend AHFA at Owner's sole cost and expense against any and all such matters; provided, however, that AHFA shall be entitled in its sole discretion to select its own legal counsel to participate in or monitor the defense of any such claim at Owner's sole cost and expense. Notwithstanding any other provision of this Addendum, Owner shall not be required to indemnify AHFA for AHFA's own gross negligence or willful misconduct in connection with this Addendum.

(f) Owner acknowledges that it is possible for a Low-Income Tenant's purchase price for a Home under this Addendum to be less than the Home's mortgage release price established under Section 1(e). **OWNER SHALL PAY ANY SUCH SHORTFALL DIRECTLY TO THE MORTGAGE HOLDER FROM ITS OWN FUNDS WITHOUT COLLECTING, DIRECTLY OR INDIRECTLY, ANY PORTION OF SUCH FUNDS FROM THE LOW-INCOME TENANT.**

7. Refinancing of Mortgage Loan. Nothing in this Addendum shall prohibit the Owner from refinancing the indebtedness secured by a mortgage on the Project in accordance with AHFA's policies and procedures; provided, however, that if the Tenant Homeownership Conversion Program is in effect for the Project at the time of the refinancing, Owner must obtain from all mortgagees who hold mortgage loans on the Project after giving effect to the refinancing (a) a written agreement that complies with the requirements of Section 1(e), and (b) a Consent of Mortgagee in recordable form substantively identical to the form executed below by the existing Mortgagee.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their respective duly authorized representatives, as of the day and year first written above.

[OWNER]

By: [Name of General Partner]
Its general partner

By: _____

Name: _____

Title: _____

STATE OF ALABAMA)

_____ COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of [Name of General Partner], an Alabama corporation, a general partner of [Owner], an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she, acting in his/her capacity as such _____ and with full authority, executed the same voluntarily on the date hereof, for and on behalf of said corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal this _____ day of _____, 201__.

(SEAL)

Notary Public
My Commission Expires: _____

This Instrument Prepared by:

S. Douglas Williams, Jr.
Maynard, Cooper & Gale, P.C.
2400 AmSouth/Harbert Plaza
1901 6th Avenue North
Birmingham, Alabama 35203
(205) 254-1000

ALABAMA HOUSING FINANCE AUTHORITY

(CORPORATE SEAL)

By: _____
David C. Young
Multifamily Administrator

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David C. Young, whose name as Multifamily Administrator of Alabama Housing Finance Authority, a public corporation and instrumentality of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such Multifamily Administrator and with full authority, executed the same voluntarily on behalf of said corporation on the date hereof.

Given under my hand and official seal this _____ day of _____, 201__.

(SEAL)

Notary Public
My Commission Expires: _____

Consent of Mortgagee

Mortgagee, by executing and delivering this Addendum hereby (a) accepts and approves all terms and conditions of the LURC, as amended by this Addendum (collectively, the "Declarations"), (b) acknowledges and agrees that the Mortgagee's mortgage lien on the Project, whether now or hereafter filed of record and as amended from time to time, is subject and subordinate in all respects to the Declarations and, (c) further agrees that the Mortgagee and any other purchaser of the Project pursuant to such mortgage lien, whether by foreclosure or deed in lieu of foreclosure or otherwise, shall comply with the Declarations in accordance with the terms set forth therein; provided, however, that nothing in this Addendum or the Mortgagee's consent hereto shall be construed to obligate Mortgagee to establish release prices for the Project or for any Home located therein on the date of this consent, it being the understanding and intention of Owner and Mortgagee that they will establish such release prices only upon request by Owner pursuant to a subsequent written agreement in compliance with Section 1(e) above.

[FIRST MORTGAGE LENDER]

(CORPORATE SEAL)

By: _____

Name: _____

Title: _____

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of [First Mortgage Lender], a _____ corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily on behalf of [First Mortgage Lender] on the date hereof.

Given under my hand and official seal this _____ day of _____, 201____.

(SEAL)

Notary Public
My Commission Expires: _____

**CERTIFICATE AND INDEMNITY WITH RESPECT TO
PARTIAL TERMINATION OF TAX CREDIT DECLARATIONS
(TENANT HOME OWNERSHIP)**

[FULL NAME OF OWNER], an Alabama limited partnership (the "Owner"), and the ALABAMA HOUSING FINANCE AUTHORITY, a public corporation and instrumentality of the State of Alabama (the "Authority"), have entered into that certain Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits recorded in the office of the Judge of Probate of [County] County, Alabama, at instrument _____ (together with any amendments or addendums thereto, the "Declarations"). Capitalized terms not otherwise defined in this instrument shall have the meanings given to such terms in the Declarations.

1. Owner and Authority have entered into that certain Addendum to Declarations of Land Use Restrictive Covenants for Low-Income Housing Tax Credits (Tenant Home Ownership Conversion Program) recorded in the office of the Judge of Probate of [County] County, Alabama, at instrument _____ (the "Home Ownership Addendum"), which is part of the Declarations referenced herein.

2. Owner hereby certifies and represents to the Authority, on and as of the date of this Certificate, as follows: (a) the Project is in compliance with the Declarations, and Owner has satisfied all Program Conditions contained in Section 1 of the Home Ownership Addendum; (b) the Project consists of _____ single-family homes, (c) _____ (the "Tenant") is a Low-Income Tenant in a single-family home in the Project (the "Home") and is eligible to purchase the Home under the terms and conditions of the Declarations, (d) the Home constitutes a Building and a Low-Income Unit within the Project, (e) Tenant's purchase price for the Home is \$ _____, which (i) complies with the terms and conditions for tenant ownership in the Declarations and (ii) complies with the minimum purchase price requirements contained in Section 42(i)(7) of the Internal Revenue Code (i.e., the purchase price is not less than the outstanding principal indebtedness on the Home plus applicable taxes on the sale of the Home to Tenant), (f) the Compliance Period has now expired with respect to the Project, (g) Owner is not, directly or indirectly, requiring or causing Tenant to make any payment for Tenant's purchase of the Home, other than the above purchase price and Tenant's share of standard closing costs for such purchase (h) all representations made by Owner in the Home Ownership Addendum remain true and correct (except to the extent they expressly relate to an earlier time), and (i) Owner's sale of the Home to Tenant will comply in all respects with the terms and conditions of the Declarations, including without limitation the Home Ownership Addendum.

3. In consideration of the foregoing, Owner hereby requests that the Authority execute and deliver such documents as are necessary to terminate the Declarations with respect to the Home and the real property on which it is located (which is described in Exhibit A to this Certificate), so that Owner may convey the Home to Tenant in accordance with the terms and conditions of the Declarations and the representations made by Owner herein. Owner acknowledges that the remainder of the Project (if not previously released by the Authority from the Declarations in a recorded instrument) shall remain subject to all terms and conditions of the Declarations.

4. Owner agrees to pay any and all fees and expenses actually incurred by the Authority relating in any way to termination of the Declarations with respect to the Home, including without limitation reasonable attorneys' fees and expenses, and Owner fully and completely releases the Authority and holds the Authority harmless from and against any and all claims, proceedings, losses, or costs of any type or nature, without limitation, known or unknown, arising as a result of the termination of the

ATTACHMENT K (2)

Declarations, including without limitation any effect on the Credits allocated to the Project. Owner's obligations under this paragraph 3 shall survive full and complete termination of the Declarations.

IN WITNESS WHEREOF, Owner has executed this Certificate and Indemnity by and through its duly authorized representative.

[FULL NAME OF OWNER],
an Alabama limited liability partnership

By: **[FULL NAME OF GENERAL PARTNER],**
its general partner

By: _____
Print Name: _____
Print Title: _____

EXHIBIT A

Legal Description of Released Property

[To be provided by Owner.]

STATE OF ALABAMA)
[COUNTY] COUNTY)

This instrument prepared by (and after recording return to):

Alabama Housing Finance Authority
2000 Interstate Park Dr, Suite 408
P.O. Box 230909
Montgomery, Alabama 36123-0909

**PARTIAL TERMINATION AND RELEASE OF
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW-INCOME HOUSING TAX CREDITS**

[FULL NAME OF OWNER], an Alabama limited partnership (the "Owner"), and the ALABAMA HOUSING FINANCE AUTHORITY, a public corporation and instrumentality of the State of Alabama (the "Authority"), have entered into that certain Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits recorded in the office of the Judge of Probate of [County] County, Alabama, at instrument _____ (together with any amendments or addendums thereto, the "Declarations"). Capitalized terms not otherwise defined in this instrument shall have the meanings given to such terms in the Declarations.

1. Owner has executed and delivered to the Authority a Certificate and Indemnity with Respect to Partial Termination of Tax Credit Declarations (Tenant Home Ownership) duly requesting that the Authority terminate the Extended Use Period with respect to the portion of the Project described in Exhibit A to this instrument, including the Building located thereon (collectively, the "Released Property"), and all conditions contained in the Declarations for such partial termination have been met.

2. The Authority does hereby terminate and release the Declarations solely with respect to the Released Property, effective on the date and time of recordation of this instrument.

3. The remainder of the Project (if not previously released by the Authority from the Declarations in a recorded instrument) remains subject to all terms and conditions of the Declarations, and the execution, delivery and recording of this instrument shall not be construed to modify, amend or terminate the Declarations in any way except with respect to the Released Property described herein.

IN WITNESS WHEREOF, the Authority has executed and delivered this instrument by and through its duly authorized officer on the date indicated in the notarial acknowledgement below.

ALABAMA HOUSING FINANCE AUTHORITY

By: _____

David C. Young
Its: Multifamily Administrator

ATTACHMENT K(3)

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David C. Young, whose name as Multifamily Administrator of the Alabama Housing Finance Authority, a public corporation and instrumentality of the State of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he as such Multifamily Administrator and with full authority, executed the same voluntarily for and on behalf of said corporation on the date hereof.

Given under my hand and official seal this the ____ day of _____, 20____.

[SEAL]

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of Released Property

[To be provided by Owner.]

[Notarial Acknowledgment for Limited Termination and Release]