# VILLA GARDENS LIMITED PARTNERSHIP

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# DECEMBER 31, 2022 AND 2021

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#### INDEPENDENT AUDITORS' REPORT

To the Partners and Management of Villa Gardens Limited Partnership Lafayette, Louisiana

#### **Report on the Audit of the Financial Statements**

#### **Opinion**

We have audited the accompanying financial statements of Villa Gardens Limited Partnership (a Louisiana Limited Partnership), which comprise the balance sheets as of December 31, 2022 and 2021 and the related statements of operations, partners' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Villa Gardens Limited Partnership as of December 31, 2022 and 2021, and the results of its operations, changes in partners' equity (deficit) and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Villa Gardens Limited Partnership and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Villa Gardens Limited Partnership's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Villa Gardens Limited Partnership's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Villa Gardens Limited Partnership's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### **Supplementary Information**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information including the Schedule of Expenses, the Schedule of Operating Income and Expense Variances – AMEC Model to Actual Comparisons, the Computation of Surplus Cash, Distributions, and Residual Receipts – LHC – Tax Credit Assistance Program, the TCAP Computation of Surplus Cash, and the Schedule of Compensation, Benefits, and Other Payments to the Agency Head or Chief Executive Officer is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

#### Other Reporting Required by Government Auditing Standards

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In accordance with Government Auditing Standards, we have also issued our report dated March 7, 2023 on our consideration of Villa Gardens Limited Partnership's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Villa Gardens Limited Partnership's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Villa Gardens Limited Partnership's internal control over financial reporting and compliance.

Monroe, Louisiana March 7, 2023

# VILLA GARDENS LIMITED PARTNERSHIP BALANCE SHEETS DECEMBER 31,

# **ASSETS**

	2022	2021
CURRENT ASSETS		
Cash-Operating	\$ 29,668	\$ 26,032
Accounts Receivable - Tenants (Net)	42,350	7,665
Accounts Receivable - Agency Subsidy	4,280	-
Accounts Receivable - Other	-	1,626
Prepaid Expenses	53,146	16,635
Total Current Assets	129,444	51,958
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Operating Reserve	180,664	179,959
Replacement Reserve	86,325	102,584
Tax and Insurance Escrow	152,665	40,887
Tenants' Security Deposits	33,985	33,960
Total Restricted Deposits and Funded Reserves	453,639	357,390
PROPERTY AND EQUIPMENT		
Buildings	5,993,368	5,993,368
Furniture and Equipment	557,374	557,374
Site Improvements	1,355,582	1,355,582
Total	7,906,324	7,906,324
Less: Accumulated Depreciation	(3,062,933)	(2,845,290)
Net Depreciable Assets	4,843,391	5,061,034
Land	415,324	415,324
Total Property and Equipment	5,258,715	5,476,358
OTHER ASSETS		
Tax Credit Fees	42,250	42,250
Less: Accumulated Amortization	(42,250)	(42,250)
Utility Deposits	900	900
Total Other Assets	900	900
Total Assets	\$ 5,842,698	\$ 5,886,606

The accompanying notes are an integral part of these financial statements.

# VILLA GARDENS LIMITED PARTNERSHIP BALANCE SHEETS DECEMBER 31,

# LIABILITIES AND PARTNERS' EQUITY

	2022	2021
CURRENT LIABILITIES		
Accounts Payable	\$ 340,016	\$ 47,246
Deferred Revenue	6,445	12,663
Asset Management Fee Payable	16,369	8,064
Accrued Interest Payable - Capital One	8,337	8,701
Current Portion of Long-Term Debt	33,214	30,870
Total Current Liabilities	404,381	107,544
DEPOSITS		
Tenants' Security Deposits	34,900	33,960
Total Deposits	34,900	33,960
LONG-TERM LIABILITIES		
Note Payable - Capital One, Net of Unamortized Debt Issuance Costs	1,288,312	1,311,778
Note Payable - LPTFA	457,614	457,614
Note Payable - LHC TCAP	833,528	833,528
Accrued Interest Payable - LHC TCAP	351,975	318,171
Accrued Partnership Management Fees Payable	103,383	90,050
Total Long-Term Liabilities	3,034,812	3,011,141
Total Liabilities	3,474,093	3,152,645
PARTNERS' EQUITY		
Parners' Equity	2,368,605	2,733,961
Total Partners' Equity	2,368,605	2,733,961
Total Liabilities and Partners' Equity	\$ 5,842,698	\$ 5,886,606

# VILLA GARDENS LIMITED PARTNERSHIP STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31,

	2022	2021	
REVENUE			
Rents	\$ 452,906	\$ 441,762	
Loss of Rents Recovery	-	4,200	
Vacancies	(13,613)	(12,800)	
Concessions	(6,835)	(15,355)	
Bad Debts	(5,355)	(4,001)	
Late Fees, Deposits Forfeitures, etc.	15,279	11,177	
Total Revenue	442,382	424,983	
EXPENSES			
Maintenance and Repairs	120,529	147,483	
Utilities	4,135	7,110	
Administrative	56,006	66,130	
Management Fees	23,953	26,756	
Taxes	27,472	25,625	
Insurance	193,012	65,867	
Interest	134,721	137,264	
Depreciation and Amortization	227,391	241,715	
Total Expenses	787,219	717,950	
Net Income (Loss) from Operations	(344,837)	(292,967)	
OTHER INCOME (EXPENSE)			
Interest Income	1,119	408	
Casualty Gain (Loss)	-	39,544	
Asset Management Fees	(8,305)	(8,064)	
Partnership Management Fees	(13,333)	(12,525)	
Total Other Income (Expense)	(20,519)	19,363	
Net Income (Loss)	\$ (365,356)	\$ (273,604)	

The accompanying notes are an integral part of these financial statements.

# VILLA GARDENS LIMITED PARTNERSHIP STATEMENTS OF PARTNERS' EQUITY (DEFICIT) FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

					S	pecial		
			Ge	eneral	L	imited	It	nvestment
			Pa	rtner	P	artner		Partner
	Т	`otal	Но	ayette using hority		udson P, LLC		ndson Villa ardens, LP
Partners' Equity (Deficit), December 31, 2020	\$ 3,	,007,565	\$	(293)	\$	(50,293)	\$	3,058,151
Net Loss	(	(273,604)		(27)		(27)		(273,550)
Partners' Equity (Deficit), December 31, 2021	2,	,733,961		(320)		(50,320)		2,784,601
Net Loss	(	(365,356)		(37)		(37)		(365,282)
Partners' Equity (Deficit), December 31, 2022	\$ 2,	,368,605	\$	(357)	\$	(50,357)	\$	2,419,319
Profit and Loss Percentages		100.00%		0.01%		0.01%		99.98%

#### VILLA GARDENS LIMITED PARTNERSHIP STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$ (365,356)	\$ (273,604)
Adjustments to Reconcile Net Income (Loss) to Cash		
Provided by (Used in) Operating Activities:		
Depreciation and Amortization	227,391	241,715
Casualty (Gain) Loss	-	(39,544)
(Increase)Decrease in Accounts Receivable - Tenants (Net)	(34,685)	7,368
(Increase)Decrease in Accounts Receivable - Agency Subsidy	(4,280)	1,046
(Increase)Decrease in Accounts Receivable - Other	1,626	(1,210)
(Increase)Decrease in Prepaid Expenses	(36,511)	(2,018)
Increase(Decrease) in Accounts Payable	292,770	12,656
Increase(Decrease) in Deferred Revenue	(6,218)	12,486
Increase(Decrease) in Management Fee Payable	-	(738)
Increase(Decrease) in Asset Management Fee Payable	8,305	8,064
Increase(Decrease) in Partnership Management Fee Payable	13,333	12,525
Increase(Decrease) in Accrued Interest Payable	33,440	33,804
Increase(Decrease) in Security Deposit Liability	940	(1,220)
Total Adjustments	496,111	284,934
Net Cash Provided by (Used in) Operating Activities	130,755	11,330
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition/Construction of Property and Equipment - Hurricane and Fire Restoration	_	(103,136)
Payments for Cleaning and Debris Removal - Fire Restoration	_	(2,600)
Receipt of Insurance Proceeds - Hurricane and Fire Restoration	_	119,697
Net Cash Provided by (Used in) Investing Activities	_	13,961
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment on Long-Term Debt	(30,870)	(28,692)
Net Cash Provided by (Used in) Financing Activities	(30,870)	$\frac{(28,692)}{(28,692)}$
The Cush Trovided by (Osed in) I maileting receivings	(30,070)	(20,072)
Net Increase (Decrease) in Cash and Cash Equivalents	99,885	(3,401)
Cash and Cash Equivalents at Beginning of Year	383,422	386,823
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 483,307	\$ 383,422

#### VILLA GARDENS LIMITED PARTNERSHIP STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31,

	 2022	 2021
Supplemental Disclosures of Cash Flow Information:		
Cash and Cash Equivalents		
Cash-Operating	\$ 29,668	\$ 26,032
Operating Reserve	180,664	179,959
Replacement Reserve	86,325	102,584
Tax and Insurance Escrow	152,665	40,887
Tenants' Security Deposits	33,985	33,960
Total Cash and Equivalents	\$ 483,307	\$ 383,422
Supplemental Disclosures of Cash Flow Information (Continued):		
Cash Paid During the Year for: Interest	\$ 101,281	\$ 103,460

#### NOTE A – REPORTING ENTITY AND OPERATIONS

Villa Gardens, Limited Partnership, (the Partnership) was formed as a limited partnership under the laws of the State of Louisiana on November 5, 2009, for the purpose to acquire, construct, own, finance, lease, and operate a qualified low income housing project (the Property) within the meaning of Section 42 of the Internal Revenue Code.

The Property consists of a 43 unit, single-family home rental complex, located in Lafayette, Louisiana and was placed in service on March 23, 2011. The Property is eligible for Low-Income Housing Tax Credits established under the program described in Section 42 of the Internal Revenue Code (low-income housing tax credit) which regulates the use of the Property with respect to occupant eligibility and unit rent levels, among other requirements.

The major activities and operations of the Partnership are governed by the Amended and Restated Articles of Partnership (the Partnership Agreement) and are subject to the administrative directives, rules, and regulations of federal and state regulatory agencies, including but not limited to, LHC (formerly the Louisiana Housing Finance Agency). Such administrative directives, rules, and regulations are subject to change by federal and state agencies.

#### NOTE B – PARTNERSHIP AND PARTNERS

Pursuant to the Partnership Agreement, the Partnership is comprised of three partners (collectively, the Partners). The Partnership's general partner, Lafayette Housing Authority (the General Partner); a limited partner, Hudson Villa Gardens LP (the Limited Partner); and, a special limited partner, Hudson SLP LLC (the Special Limited Partner).

The Housing Authority of the City of Lafayette, Louisiana (the Housing Authority) is obligated to guarantee the obligations of the General Partner, pursuant to an Unconditional Guaranty executed by the Housing Authority.

On September 21, 2011, the Special Limited Partner assigned its interest in the Partnership to Hudson VG SLP LLC, which now acts as the Partnership's Special Limited Partner.

As the result of certain circumstances precluding the General Partner from meeting its obligations under the Partnership Agreement, on September 26, 2011, the Special Limited Partner exercised certain of its rights under the Partnership Agreement to cause the authority of the General Partner to be restricted and to require that the Special Limited Partner provide consent to any and all actions of the General Partner.

On January 16, 2012, the Construction Loan matured. Following this maturity, the Construction Loan became subject to remedies of the Construction/Permanent Lender, which remedies include acceleration of the Construction Loan, termination of the permanent loan commitment and/or initiation of foreclosure proceedings.

As the result of non-performance by the General Partner under the provisions of the Partnership Agreement and as the result of the technical default of the Partnership under the Construction Loan, the Special limited Partner issued a Notice of Default to the General Partner on February 3, 2012. This Notice of Default allowed for a 30-day cure period as prescribed by the Partnership Agreement.

#### NOTE B – PARTNERSHIP AND PARTNERS (CONTINUED)

The General Partner failed to respond to the Notice, and failed to cure the cited defaults within the prescribed cure period.

On March 7, 2012, the Special Limited Partner took action to remove Villa Gardens Housing Corporation as the general partner of the Partnership.

Concurrent with the removal of Villa Gardens Housing Corporation as the general partner of the Partnership, the general partner interest was assigned to the Lafayette Housing Authority. Effective as of March 7, 2012, the Lafayette Housing Authority assumed responsibility as the General Partner of the Partnership.

#### NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

#### **Basis of Accounting**

The financial statements of the Partnership are prepared on the accrual basis of accounting and in accordance with U.S. generally accepted accounting principles.

#### Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

For purposes of the statements of cash flows, cash and cash equivalents represent unrestricted cash, restricted deposits, funded reserves and all highly liquid and unrestricted and restricted debt instruments purchased with a maturity of three months or less.

#### Cash and Other Deposits

The Partnership has various checking, escrow, and other deposits at various financial institutions. Noninterest-bearing and interest-bearing accounts, in the aggregate, are insured up to \$250,000 at each financial institution by the Federal Deposit Insurance Corporation (FDIC). As of December 31, 2022, there were uninsured deposits of \$93,252.

#### Collateralization Policy for Financial Instruments

The Partnership does not require collateral to support financial instruments subject to credit risk.

#### NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Capitalization and Depreciation

Land, buildings, improvements, and equipment are recorded at cost. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations using the straight-line method over their estimated service lives as follows:

Buildings 40 years Furniture, Fixtures and Equipment 10 years Site Improvements 20 years

Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the statements of operations.

#### Amortization

Organization costs are expensed as incurred. Tax credit costs are amortized over the ten year tax credit period using the straight-line method.

#### **Debt Issuance Costs**

Debt issuance costs, net of accumulated amortization, are reported as a direct reduction of the obligation to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using the interest method.

#### Tenants' Security Deposits

Tenants' security deposits are held in a separate bank account in the name of the apartment complex. At December 31, 2022, the tenants' security deposit was funded in an amount less than the security deposit liability.

#### Rental Income and Deferred Rents

Rental income is recognized as rentals become due. Rental payments received in advance are deferred until earned. All leases between the Partnership and the tenants of the property are operating leases.

Tenant rent charges for the current month are due on the first of each month. Tenants who are evicted or move out are charged with damages or cleaning fees, if applicable. Tenant accounts receivable consists of amounts due for rental income, other tenant charges and charges for damages and cleaning fees in excess of forfeited security deposits. The Partnership does not accrue interest on the tenant receivable balances.

Tenant receivables are reported net of an allowance for doubtful accounts. As of December 31, 2022 and 2021, the allowance for doubtful accounts was \$1,295 and \$0, respectively. Management's estimate of the allowance is based on historical collection experience and a review of the current status of tenant accounts receivable. It is reasonably possible that management's estimate of the allowance will change.

#### NOTE C – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Income Taxes

No provision or benefit for income taxes has been included in these financial statements since taxable income or loss passes through to, and is reportable by, the partners individually. The time limit for taxing authorities to examine the Partnership's income tax returns is generally three years from the date of filing or the due date, whichever is later, unless civil or criminal fraud is proven, for which there is no time limit. The Partnership files income tax returns in the U.S. federal jurisdiction, and various state jurisdictions. The Partnership is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2019.

FASB ASC 360, Property, Plant, and Equipment

FASB ASC 360, *Property, Plant, and Equipment* requires that long-lived assets and certain identifiable intangibles held and used by an entity be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Application of the impairment provisions of FASB ASC 360, *Property, Plant, and Equipment* has not materially affected the Partnership's reported earnings, financial condition or cash flows.

#### NOTE D – NOTE PAYABLE

#### Permanent Loan – Capital One

On March 7, 2012, the Partnership entered into a permanent loan agreement to receive funds up to the amount of \$1,600,000 from Capital One, National Association. This permanent loan (the Permanent Loan) is payable in monthly installments of principal and interest in the amount of \$11,013 until its maturity in fifteen years, March 7, 2027, at which time any remaining principal and interest is due and payable. The Permanent Loan bears interest at a fixed rate of 7.34% per annum and is collateralized primarily by the Partnership's land and improvements, thereon.

As of December 31, 2022 and 2021, the Permanent Loan had a balance of \$1,329,738 and \$1,362,952, with interest accrued of \$8,337 and \$8,701, respectively.

	2022	2021
Note Payable – Capital One	\$ 1,329,738	\$ 1,362,952
Less: Unamortized Debt Issuance Costs	(41,426)	(51,174)
Note Payable – Capital One, Net	\$ 1,288,312	\$ 1,311,778

#### Note Payable – LPTFA

The Partnership entered into a permanent loan agreement with Lafayette Public Trust Financing Authority on July 16, 2010 (the LPTFA Loan). The maximum loan amount that can be drawn is \$463,250. The LPTFA Loan bears no interest and is payable solely from 75% of net cash flow of the Partnership commencing on January 2011. The LPTFA Loan matures on June 30, 2025. The LPTFA Loan is primarily collateralized by a mortgage on real property and a security agreement. As of December 31, 2022 and 2021, the total note payable was \$457,614 and \$457,614, respectively.

#### NOTE D – NOTE PAYABLE (CONTINUED)

Note Payable – LHC TCAP

The LHC has committed loan proceeds of \$833,527 to the Partnership (the TCAP Loan), of which \$833,527 has been received by the Partnership. The TCAP Loan bears interest at a fixed rate of 4.00% per annum, which accrues on the outstanding principal balance and is payable in annual installments solely from 75% of surplus cash, due on the first day of April commencing April 1, 2012. The TCAP Loan will mature on August 1, 2045, which is the date all unpaid sums under the note are due and payable. The TCAP Loan also details that payments shall be made only out of and to the extent of the cash flow of the Partnership after payment of all operating expenses approved by the LHC. As a condition to obtaining this financing, the Partnership has entered into a regulatory agreement with LHC, whereby rentals are to be restricted to low-income tenants rents charged are to be restricted to a percentage of the tenant's median income.

Should the LHC issue a written notice to the Partnership of an instance of noncompliance with the regulatory agreement, the Partnership shall have thirty days from the issuance of such notice to correct the noncompliance. Should the noncompliance not be corrected within the thirty days, the LHC has the right to declare the entire amount of mortgage immediately due and payable.

The balance at December 31, 2018 and 2021 was \$833,528 and \$833,528, with interest accrued of \$351,975 and \$318,171, respectively.

Maturities of Long-Term Debt

Maturities of long-term debt for the next five years and thereafter are as follows:

Year Ending				
December 31	 Amount			
2023	\$ 33,214			
2024	\$ 35,735			
2025	\$ 496,063			
2026	\$ 41,368			
2027	\$ 1,214,186			
Thereafter	\$ 833,528			

The Partnership's LPTFA loan and LHC TCAP loan are to be repaid from surplus cash. As a result, the aggregate maturities of these loans for the next five years cannot be reasonably estimated.

#### NOTE E – RELATED PARTY TRANSACTIONS

#### Asset Management Fee

The Partnership shall pay the Asset Management Fee annually to the Special Limited Partner for property management oversight, tax credit compliance monitoring, and related services. The Asset Management Fee is an annual fee in the amount of \$6,000, to be increased annually by three percent (3%) and accrues on a cumulative basis. For the years ended December 31, 2022 and 2021, Asset Management Fees incurred totaled \$8,305 and \$8,064, respectively. At December 31, 2022 and 2021, Asset Management Fees were owed in the amount of \$16,369 and \$8,064, respectively.

#### NOTE E – RELATED PARTY TRANSACTIONS (CONTINUED)

#### Partnership Management Fees

The Partnership shall pay to the General Partner a cumulative Partnership Management Fee to be increased annually in the amount and priority specified in section 8.10 of the Partnership Agreement to compensate the General Partner for managing the Partnership's operations and assets and coordinating the preparation of the required State Housing Finance Agency, federal, state, and local tax and other required filings and financial reports. The Partnership Management Fee shall equal \$10,000 per year, increasing annually by the CPI percentage. Any unpaid Partnership Management Fee in a given fiscal year shall accrue and be payable from net cash flow available in future years. For the years ended December 31, 2022 and 2021, Partnership Management Fees incurred totaled \$13,333 and \$12,525, respectively. At December 31, 2022 and 2021, Partnership Management Fees payable totaled \$103,383 and \$90,050, respectively.

#### NOTE F – RESTRICTED ESCROW DEPOSITS AND RESERVES

#### Operating Reserve

The General Partner shall establish an operating reserve account (the Operating Reserve) which is to be funded at the time of the funding of the Third Capital Contribution by the Limited Partner in the amount of \$175,000. The operating reserve account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as net cash flow in accordance with section 7.03 of the Partnership Agreement) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership with the consent of the Special Limited Partner. Subsequent to the initial period, any amounts on deposit in the operating reserve account in excess of \$175,000 may be released to the General Partner. Should the balance in the operating reserve account fall below \$175,000, distributions shall be made from net cash flow to maintain a minimum balance of \$175,000.

As of December 31, 2022 and 2021, the Operating Reserve had a balance of \$180,664 and \$179,959, respectively.

#### Replacement Reserve

The General Partner shall establish a replacement reserve account (the Replacement Reserve), to be funded each month (on an annualized basis) the greater of (i) the amount required by the Construction/Permanent Lender and (ii) \$300 per unit annually, to be increased annually by 3%.

Monthly funding of the Replacement Reserve is to commence as of the month following substantial completion of the apartment complex, as defined in the Partnership Agreement. The Partnership shall utilize amounts in the Replacement Reserve to fund major repair, capital expenditures and replacement of capital items for the property, subject to consent of the Special Limited Partner. In the event that the reserve minimum payment to the Replacement Reserve required under the terms of the Partnership Agreement exceeds the amount required by the Construction/Permanent Lender, the Special Limited Partner shall establish a separate account called the SLP Replacement Reserve Account, into which the General Partner shall deposit any such excess. Interest earned on either account shall become part of that account.

In accordance with the TCAP Replacement Reserve Agreement, upon execution and delivery of the TCAP loan documents, the Partnership is required to establish a Replacement Reserve Fund. Commencing on the date the first scheduled monthly payment is due under the TCAP Reserve For Replacement Agreement after

#### NOTE F – RESTRICTED ESCROW DEPOSITS AND RESERVES (CONTINUED)

#### Replacement Reserve (Continued)

the conversion and continuing on the same day of each successive month until the end of the Review Period of 60 months after the first scheduled monthly payment date, the Partnership shall pay to LHC or the Permanent Lender of the TCAP Loan \$1,075 per month for deposit into the Replacement Reserve Fund, together with any regular monthly payments as required by the TCAP mortgage.

For the year ended December 31, 2022, \$17,857 was required to be funded to the Replacement Reserve account. The actual amount funded during the year ended December 31, 2022 was \$6,111, which resulted in the account being underfunded by \$11,746 for the year ended December 31, 2022. For the year ended December 31, 2021, \$17,337 was required to be funded to the Replacement Reserve account. The actual amount funded during the year ended December 31, 2021 was \$17,172, which resulted in the account being underfunded by \$165 for the year ended December 31, 2021. As of December 31, 2022, the account was underfunded by a total amount of \$15,684. As of December 31, 2022 and 2021, the Replacement Reserve had a balance of \$86,325 and \$102,584, respectively.

Replacement Reserve Account activity for the years ended December 31, 2022 and 2021 is as follows:

Replacement Reserve			
Beginning Balance 12/31/2020	\$	85,273	
Deposits		17,172	
Interest		139	
Withdrawals		(-)	
Ending Balance 12/31/2021		102,584	
Deposits		6,111	
Interest		83	
Withdrawals		(22,453)	
Ending Balance 12/31/2022	\$	86,325	

#### NOTE G – PARTNERS AND CONTRIBUTIONS

Article V of the Partnership Agreement sets forth the capital contributions of the Partners. The General Partner's, Lafayette Housing Authority, capital contribution is \$10. The Special Limited Partner's, Hudson SLP LLC, capital contribution is \$10. The Limited Partner's, Hudson Villa Gardens LP, capital contribution is \$5,999,400. Each of the Partners' capital contributions are subject to adjustments in accordance with the terms of the Partnership Agreement. The Partnership records capital contributions as received and distributions as paid. During the years ended December 31, 2022 and 2021, there were no capital contributions received. During the years ended December 31, 2022 and 2021, no distributions were paid to the Partners.

#### NOTE H – PARTNERSHIP PROFITS AND LOSSES AND DISTRIBUTIONS

All Partnership profits, losses, and tax credits are allocated among the Partners according to Section 7.02 of the Partnership Agreement, which dictates that .015 is allocated to the General Partner, .015 is allocated to the Special Limited Partner and the remaining 99.98% is allocated to the Limited Partner. Distributions of cash flow are governed by Sections 7.03 of the Partnership Agreement.

#### NOTE I – MANAGEMENT FEE

The Partnership pays a property management fee to Latter and Blum Property Management, Inc. equal to six percent (6.0%) of actual rent collections for the preceding month. For the years ended December 31, 2022 and 2021, Management Fees incurred and paid totaled \$23,953 and \$26,756, respectively. At December 31, 2022 and 2021, Management Fees were owed in the amount of \$0 and \$0, respectively.

#### NOTE J – ADVERTISING

During the years ended December 31, 2022 and 2021, advertising costs were incurred in the amount of \$645 and \$820, respectively. Advertising costs are expensed as incurred.

#### NOTE K – TAXABLE INCOME (LOSS)

A reconciliation of financial statement net income (loss) to taxable loss of the Partnership for the years ended December 31, 2022 and 2021, is as follows:

	2022	2021
Financial statement net income (loss)	\$ (365,356)	\$ (273,604)
Adjustments:		
Excess of depreciation for income		
tax purposes over financial reporting purposes	23,959	34,281
Timing difference in income/expense		
Recognition		25,310
Taxable loss shown on tax return	\$ (341,397)	\$ (214,013)

#### NOTE L – PROPERTY TAXES

The Partnership is exempt from paying property taxes and therefore did not incur property taxes for the years ended December 31, 2022 and 2021.

#### NOTE M – CASUALTY LOSS

During the year ended December 31, 2020, the apartment complex was damaged by a hurricane. The Partnership paid construction costs related to the hurricane in the amount of \$58,000. During the year ended December 31, 2021, the Partnership received insurance proceeds related to the claim in the amount of \$41,889. During the year ended December 31, 2021, the Partnership disposed of fixed asset costs related to the claim in the amount of \$48,932 with an unrecoverable book value of \$24,670, which resulted in a net casualty gain of \$17,219 from the disposal and restoration related to the hurricane.

During the year ended December 31, 2020, the apartment complex was damaged by a fire. The Partnership paid construction costs related to the fire in the amount of \$86,936. During the year ended December 31, 2021, the Partnership received insurance proceeds related to the claim in the amount of \$77,808. As of December 31, 2020, insurance proceeds receivable was in the amount of \$77,808. During the year ended December 31, 2021, the Partnership disposed of fixed asset costs related to the claim in the amount of \$71,504 with an unrecoverable book value of \$52,883 and paid additional clean-up debris costs in the amount of \$2,600, which resulted in a net casualty gain of \$22,325 from the disposal and restoration related to the fire.

#### NOTE N – CONTINGENCY

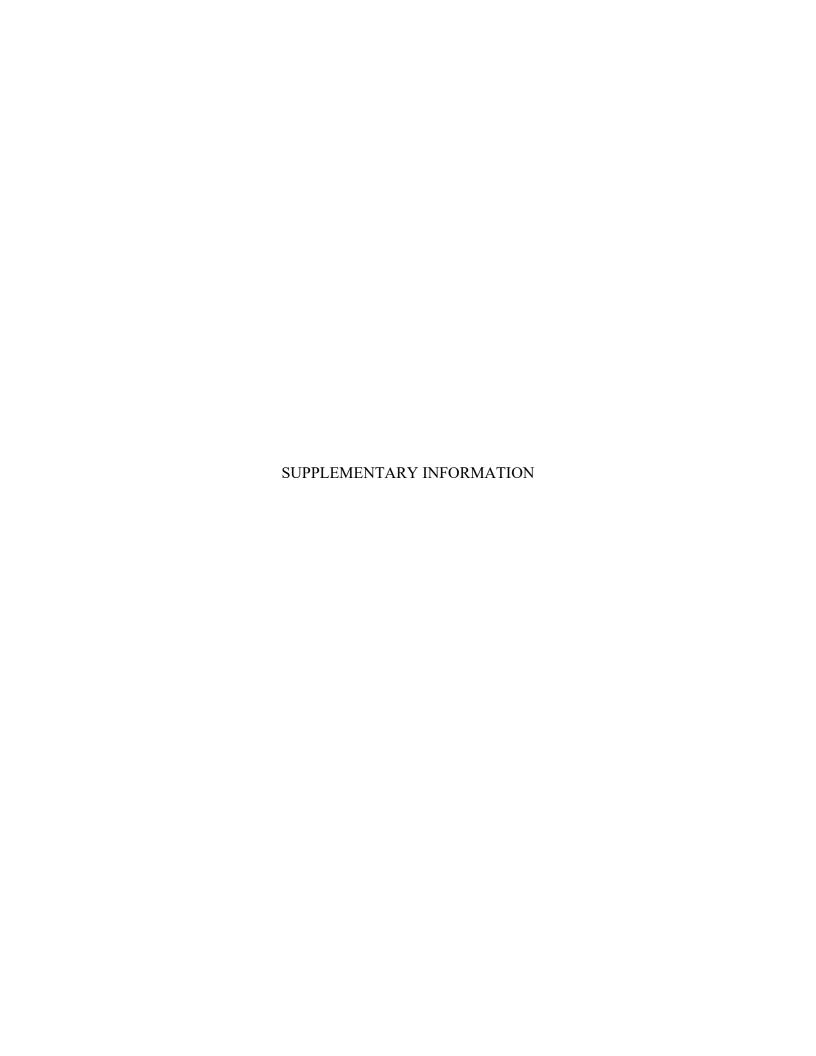
The Partnership's Low Income Housing Tax Credits are contingent on its ability to maintain compliance with applicable sections of Section 42. Failure to maintain compliance with the occupant eligibility, and/or unit gross rent, or to correct noncompliance within a specified time period could result in recapture of previously taken tax credits plus interest.

#### NOTE O – CURRENT VULNERABILITY DUE TO CERTAIN CONCENTRATIONS

The Partnership's sole asset is Villa Gardens. The Partnership's operations are concentrated in the low-income real estate market. In addition, the Partnership operates in a heavily regulated environment. The operations of the Partnership are subject to the administrative directives, rules and regulations of federal and state regulatory agencies, including but not limited to, the state housing financing agency. Such administrative directives, rules and regulations are subject to change by federal and state agencies. Such changes may occur with little notice or inadequate funding to pay for related cost, including the additional administrative burden, to comply with a change.

#### NOTE P - SUBSEQUENT EVENTS

The Partnership has evaluated subsequent events through March 7, 2023, the date which the financial statements were available for issue.



# VILLA GARDENS LIMITED PARTNERSHIP SCHEDULE OF EXPENSES FOR THE YEARS ENDED DECEMBER 31,

	2022		2021		
MAINTENANCE AND REPAIRS					
Salaries	\$	62,241	\$	57,100	
Repairs Contract		8,831		20,489	
Supplies		16,409		24,749	
Painting & Decorating		226		747	
Cleaning		136		729	
Grounds		20,284		19,798	
Garbage and Trash Removal		4,591		4,111	
Services		7,811		17,053	
Miscellaneous		-		2,707	
Total Maintenance and Repairs	\$	120,529	\$	147,483	
UTILITIES					
Electricity	\$	3,409	\$	6,278	
Water and Sewer		726		832	
Total Utilities	\$	4,135	\$	7,110	
ADMINISTRATIVE					
Manager Salaries	\$	29,331	\$	28,317	
Advertising	Ψ	645	Ψ	820	
Bank Charges		681		953	
Office Expense		2,928		5,127	
Telephone		2,259		1,547	
Travel		1,980		472	
Bookkeeping/Accounting		1,347		1,176	
Legal and Professional Fees		13,571		24,051	
Other Administrative Expenses		3,264		3,667	
Total Administrative	\$	56,006	\$	66,130	
TAXES					
Payroll Taxes	\$	27,472	\$	25,625	
Total Taxes	\$	27,472	\$	25,625	
INSURANCE					
Property and Liability Insurance	\$	189,270	\$	62,668	
Employee Benfits	Ψ	3,742	Ψ	3,199	
Total Insurance	\$	193,012	\$	65,867	
INTEREST EXPENSE				_	
Interest on Mortgage	\$	100,917	\$	103,460	
Interest on Mortgage Interest on Mortgage - LHC TCAP	Φ	33,804	φ	33,804	
Total Interest Expense	\$	134,721	\$	137,264	
Total interest Expense	Φ	134,141	Þ	131,404	

# VILLA GARDENS LIMITED PARTNERSHIP SCHEDULE OF OPERATING INCOME AND EXPENSE VARIANCES AMEC MODEL PROFORMA TO ACTUAL COMPARISONS FOR THE YEAR ENDED DECEMBER 31, 2022

**Project Name: VILLA GARDENS** 

3.00% Inflation Rate for Income/Expenses 2.50% Inflation Rate for Replacement Reserve

2.50% Inflation Rate for Replacement Reserve			
	2022	12/31/2022	
	Year 12	Year 12	
	AMEC Model	Actual	Explanation of Variances Exceeding 5.00%
Income Statement			
Rental Income	-13%		
Residential-	-13/0	_	
5121 Rental Income GROSS VACANCY	\$ 523,157	\$ 452,906	
5121 Rental Income NET VACANCY	- 323,137	- 132,700	
5190 Other	_	_	
5140 Stores & Commercial-	_	_	
Total Rental Income:	523,157	452,906	
Total rental mediae.	320,137		
Vacancies: Enter as Negative	-44%		
5220 Apartments-	(36,621)	(13,613)	
5240 Stores & Commercial-	-	· -	
5270 Garage & Parking Spaces-	-	_	
5290 Miscellaneous Concessions-	-	(6,835)	
Total Vacancies:	(36,621)	(20,448)	
Net Rental Income:	486,536	432,458	
Other Income & Bad Debt	178%		
5910 Laundry & Vending-	-		
6370 Apartment Bad Debt- Enter as Neg.	-	(5,355)	
6370 Commercial Bad Debt- Enter as Neg.	-		
5920 NSF, Damages & Late Charges, Other-	3,571	15,279	
Total Other Income:	3,571	9,924	
EFFECTIVE GROSS INCOME	490,108	442,382	
Admin. Exps	-30%		
6210 Advertising-	1,703	645	
6250 Admin. Exps	1,705	8,325	
6310 Office Salaries-	32,889		
6311 Office Supplies-	32,007	2,787	
6320 Management Fee-	29,391	23,953	
6330 Management or Super. Sal	45,375	29,331	
6331 Mgmt. or Super. Free Rent Unit-	-13,373		
6340 Legal Expenses (Project)-		_	
6350 Auditing Exps. (Project)-	10,383	13,571	
6351 Bookkeeping Fees/Acct. Services-	10,505	1,347	
6390 LHFA Asset Management Fee	6.920	8,305	
Total Admin. Less Management Fee/Asset Management Fee		56,006	
Total Admin. Exps.:	126,661	88,264	
· ···· · · · · · · · · · · · · · · · ·	120,001		
<b>Utilities Expense</b>	-39%		
6420 Fuel Oil/Coal-	-	-	
6420 Fuel for Domestic Hot Water-	-	-	
6450 Electricity (Light & Misc. Power)-	4,844	3,409	
6451 Water-	-	223	
6452 Gas-	1,939	-	
6453 Sewer-	· -	503	
Total Utilities Exps.:	6,783	4,135	
•		· —	

# VILLA GARDENS LIMITED PARTNERSHIP SCHEDULE OF OPERATING INCOME AND EXPENSE VARIANCES AMEC MODEL PROFORMA TO ACTUAL COMPARISONS FOR THE YEAR ENDED DECEMBER 31, 2022

**Project Name: VILLA GARDENS** 

3.00% Inflation Rate for Income/Expenses 2.50% Inflation Rate for Replacement Reserve

	·	Ye	022 ar 12 C Model	12/31/2 Year Actu	12	Explanation of Variances Exceeding 5.00%
O & M Ex	penses		97%			
6510	O&M Payroll-		16,834		62,241	
6515	O&M Supplies-		3,461		7,020	
6520	O&M Contract-		8,306	:	33,563	
6525	Garbage & Trash Removal-		3,515		4,591	
6530	Security Payroll/Contract-		-		-	
6545	Elevator Maintenance/Contract-		-		-	
6546	HVAC R & M-		7,613		13,114	
6570	Other Expenses-		4,844			
6590	Misc. O & M Expenses-		_		-	
	Neighborhood Network-		16,610			
Total O &	M Expenses:		61,183	1:	20,529	
Taxes & In	nsurance		236%			
6710	Real Estate Taxes-		_		_	
6711	Payroll Taxes (FICA)-		3,461		27,472	
6719	Misc. Taxes, Licenses, & Permits-		_			
6720	Property & Liability Insurance-		51,909	13	89,270	
6721	Fidelity Bond Insurance-		_			
6722	Workmen's Compensation-		3,461		_	
6723	Health Ins. & Other Emp.Benefits-		6,740		3,742	
6279	Other Insurance-		_			
Total Taxo	es & Insurance:		65,571	2:	20,484	
			67%			
TOTAL O	PPERATING EXPENSES:		260,199	4.	33,412	
NET OPE	RATING INCOME:	\$	229,909	\$	8,970	
			-64%			
Replacem	ent Reserves	\$	16,926	\$	6,111	
ADJUSTE	ED NET OPERATING INCOME	\$	212,983	\$	2,859	

# VILLA GARDENS LIMITED PARTNERSHIP COMPUTATION OF SURPLUS CASH, DISTRIBUTIONS, AND RESIDUAL RECEIPTS LHC - TAX CREDIT ASSISTANCE PROGRAM DECEMBER 31, 2022

U.S. Department of Housing and Urban Development Office of Housing

Computation of Surplus Cash,
Distributions and Residual Receipts

Federal Housing Commissioner

Project Name:		Fiscal Period Ended:		Project Number:		_
Villa Gardens		12/31/2022				
Part A - Compute Surplus Casl	1					
Cash				1	1	
1. Cash (Accounts 1110, 1120, 1191, 1192)			\$ 63,653			
2. Tenant subsidy vouchers due t	for period cove	red by financial stateme	ent	\$ 4,280		
3. Other (describe)			\$	-		
(a) Total Cash (Add Lines 1, 2 and 3)				\$ 67,9	33	
<b>Current Obligations</b>				1		
4. Accrued mortgage interest payable			\$ 8,337			
5. Delinquent mortgage principa	l payments			\$ -		
6. Delinquent deposits to reserve	for replaceme	nts		\$ 15,684		
7. Accounts payable (due within	30 days)			\$ 340,016		
8. Loans and notes payable (due	within 30 days	)		\$ 2,487		
9. Deficient Tax Insurance or Mi	IP Escrow Dep	osits		\$ -		
10. Accrued expenses (not escrowed)				\$ -		
11. Prepaid Rents (Account 2210	)			\$ 6,445		
12. Tenant security deposits liability (Account 2191)				\$ 34,900		
13. Other (Deferred Insurance Proceeds)				\$ -		
(b) Less Total Current Obligations (Add Lines 4 through 13)				\$ 407,8	69	
(c) Surplus Cash (Deficiency) (Line (a) minus Line (b))					\$ (339,9	36)
Part B - Compute Distributions	to Owners ar	nd Required Deposit to	Residual Receipts			
1. Surplus Cash					\$	-
<b>Limited Dividend Projects</b>				T		
2a. Annual Distribution Earned During Fiscal Period Covered by the Statement			\$ -			
2b. Distribution Accrued and Unpaid as of the End of the Prior Fiscal Period			\$ -			
2c. Distributions Paid During Fiscal Period Covered by Statement			\$ -			
3. Amount to be Carried on Balance Sheet as Distribution Earned but Unpaid (Line 2a plus 2b minus 2c)			\$ -			
4. Amount Available for Distribution During Next Fiscal Period					\$	
5. Deposit Due Residual Receipts (Must be deposited with mortgagee within 60 days after fiscal period ends)					\$	
Prepared By Reviewed By						
Loan Technician		Date	Loan Servicer		Date	_

### VILLA GARDENS LIMITED PARTNERSHIP TCAP COMPUTATION OF SURPLUS CASH FOR THE YEAR ENDED DECEMBER 31, 2022

Cash from FY 2022 Operations:		
FY 2022 Rent Revenues	\$ 442,382	
FY 2022 Interest Income	1,119	
FY 2022 Other Income	 	
Subtotal A	 443,501	
Less:		
FY 2022 Operating Expenses	425,107	
Debt Service due in FY 2022	132,156	
FY 2022 Required Replacement Reserves Deposit	17,337	
Payments for Capital Expenditures	 <u> </u>	
Subtotal B	 574,600	
FY 2022 Surplus Cash (Subtotal A - Subtotal B)	\$ (131,099)	See Note (a).
FY 2022 TCAP Payment Due - See Note (b) below. *	 0	75% of FY 2022 Surplus Cash

#### NOTES:

- (a) As used here, Surplus Cash means all operating revenue earned in FY 2022 in excess of (i) FY 2022 operating expenses (excluding depreciation), (ii) debt service due in FY 2022, (iii) required deposits in FY 2022 to the replacement reserves and (iv) any other required reserve deposits in FY 2022. Foley & Judell, L.L.P., as Asset Manager, will review the audit and adjust the operating budget, if necessary, to eliminate non-operating items such as capital expenditures, distributions, excessive payments to related parties, etc. No TCAP payment is required if a Deferred Developer Fee is shown or if Subtotal B exceeds Subtotal A.
- (b) Annual Installments. Payments of interest and principal under the TCAP Note shall be made in annual installments (each, an "Annual Installment") to be paid to LHFA on or before April 1 of each calendar year of the TCAP Loan Term commencing April 1, 2012 (a "Payment Date"). Each Annual Installment shall equal seventy-five percent (75%) of Surplus to be paid solely from Surplus Cash (as described in the TCAP Loan Agreement) to the extent Surplus Cash is generated from the operation of the Project. Notwithstanding the foregoing to the contrary, all outstanding Indebtedness under the TCAP Note is due on the Maturity Date (TCAP Promissory Note Sec. 3(a)).

<sup>\*</sup> TCAP payment is subordinated to required payment to LPTFA.



# INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Partners and Management of Villa Gardens Limited Partnership Lafayette, Louisiana

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Villa Gardens Limited Partnership, which comprise the balance sheet as of December 31, 2022, and the related statements of operations, partners' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 7, 2023.

#### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Villa Gardens Limited Partnership's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Villa Gardens Limited Partnership's internal control. Accordingly, we do not express an opinion on the effectiveness of Villa Gardens Limited Partnership's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Villa Gardens Limited Partnership's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control, that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Villa Gardens Limited Partnership's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Villa Gardens Limited Partnership's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Villa Gardens Limited Partnership's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Little & Associates, LLC
Monroe, Louisiana

March 7, 2023

# VILLA GARDENS LIMITED PARTNERSHIP

# SCHEDULE OF COMPENSATION, BENEFITS AND OTHER PAYMENTS TO THE AGENCY HEAD OR CHIEF EXECUTIVE OFFICER

#### FOR THE YEAR ENDED DECEMBER 31, 2022

Please refer to the Schedule of Compensation, Benefits and Other Payments to the Agency Head or Chief Executive Officer included in the Lafayette Housing Authority's audit report for information relative to compensation, benefits and other payments to the agency head or chief executive officer.

# Villa Gardens Limited Partnership Schedule of Findings and Responses For the Year Ended December 31, 2022

# **SECTION I – SUMMARY OF AUDIT RESULTS**

# **Financial Statement Audit**

Type of auditors' report issued:		Unmodified
Internal Control over financial reporting: Material Weaknesses identified?	Yes	X No
Significant deficiencies identified that are not considered to be material weaknesses?	Yes	X None Noted
Noncompliance material to financial statements noted?	Yes	X None Noted
SECTION II – FINDINGS - FINANCIAL STATEMEN	NTS AUDIT	
None		

# Schedule 2

# Villa Gardens Limited Partnership Summary Schedule of Prior Audit Findings For the Year Ended December 31, 2021

The status of the prior year audit findings are summarized as follows:

None