## VILLA GARDENS LIMITED PARTNERSHIP

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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, 2024 and 2023 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, 2024 and 2023, 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

In accordance with Government Auditing Standards, we have also issued our report dated April 25, 2025 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
April 25, 2025

## VILLA GARDENS LIMITED PARTNERSHIP BALANCE SHEETS DECEMBER 31,

### ASSETS

	2024	2023
CURRENT ASSETS		
Cash-Operating	\$ 32,162	\$ 137,641
Accounts Receivable - Tenants (Net)	3,616	5,015
Prepaid Expenses	34,762	32,311
Total Current Assets	70,540	174,967
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Operating Reserve	39,681	182,802
Replacement Reserve	88,350	87,347
Tax and Insurance Escrow	904	87,409
Tenants' Security Deposits	27,640	29,770
Total Restricted Deposits and Funded Reserves	156,575	387,328
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	(3,498,159)	(3,280,546)
Net Depreciable Assets	4,408,165	4,625,778
Land	415,324	415,324
Total Property and Equipment	4,823,489	5,041,102
OTHER ASSETS		
Utility Deposits	900	900
Total Other Assets	900	900
Total Assets	\$ 5,051,504	\$ 5,604,297

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

## VILLA GARDENS LIMITED PARTNERSHIP BALANCE SHEETS DECEMBER 31,

## LIABILITIES AND PARTNERS' EQUITY

	2024	2023
CURRENT LIABILITIES		
Accounts Payable	\$ 16,011	\$ 10,700
Deferred Revenue	5,104	2,859
Due To Related Party	294,524	294,524
Asset Management Fee Payable	33,734	24,923
Accrued Interest Payable - Capital One	7,915	82,111
Current Portion of Long-Term Debt	38,448	33,827
Total Current Liabilities	395,736	448,944
DEPOSITS		
Tenants' Security Deposits	27,800	29,770
Total Deposits	27,800	29,770
LONG-TERM LIABILITIES		
Note Payable - Capital One, Net of Unamortized Debt Issuance Costs	1,224,621	1,280,360
Note Payable - LPTFA	457,614	457,614
Note Payable - LHC TCAP	833,528	833,528
Accrued Interest Payable - LHC TCAP	419,677	385,779
Accrued Partnership Management Fees Payable	131,341	117,163
Total Long-Term Liabilities	3,066,781	3,074,444
Total Liabilities	3,490,317	3,553,158
PARTNERS' EQUITY		
Parners' Equity	1,561,187	2,051,139
Total Partners' Equity	1,561,187	2,051,139
Total Liabilities and Partners' Equity	\$ 5,051,504	\$ 5,604,297

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

	2024	2023	
REVENUE	<del> </del>		
Rents	\$ 443,384	\$ 422,968	
Vacancies	(41,227)	(20,829)	
Concessions	(432)	-	
Bad Debts	(20,819)	(20,882)	
Late Fees, Deposits Forfeitures, etc.	14,439	10,940	
Other Income	1,720_		
Total Revenue	397,065	392,197	
EXPENSES			
Maintenance and Repairs	256,359	88,404	
Utilities	13,421	7,571	
Administrative	58,890	55,735	
Management Fees	23,970	24,923	
Taxes	16,132	18,573	
Insurance	139,689	144,393	
Interest	130,096	132,539	
Depreciation and Amortization	227,360_	218,351	
Total Expenses	865,917	690,489	
Net Income (Loss) from Operations	(468,852)	(298,292)	
OTHER INCOME (EXPENSE)			
Interest Income	1,889	3,160	
Asset Management Fees	(8,811)	(8,554)	
Partnership Management Fees	(14,178)	(13,780)	
Total Other Income (Expense)	(21,100)	(19,174)	
Net Income (Loss)	\$ (489,952)	\$ (317,466)	

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, 2024 AND 2023

				S	pecial		
		Ge	eneral	L	imited	It	nvestment
			artner	P	artner		Partner
	Total	Но	fayette ousing thority		Iudson P, LLC		ndson Villa ardens, LP
Partners' Equity (Deficit), December 31, 2022	\$ 2,368,605	\$	(357)	\$	(50,357)	\$	2,419,319
Net Loss	 (317,466)		(32)		(32)		(317,402)
Partners' Equity (Deficit), December 31, 2023	2,051,139		(389)		(50,389)		2,101,917
Net Loss	 (489,952)		(49)		(49)		(489,854)
Partners' Equity (Deficit), December 31, 2024	\$ 1,561,187	\$	(438)	\$	(50,438)	\$	1,612,063
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,

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$ (489,952)	\$ (317,466)
Adjustments to Reconcile Net Income (Loss) to Cash		
Provided by (Used in) Operating Activities:		
Depreciation and Amortization	227,360	218,351
(Increase)Decrease in Accounts Receivable - Tenants (Net)	1,399	37,335
(Increase)Decrease in Accounts Receivable - Agency Subsidy	-	4,280
(Increase)Decrease in Prepaid Expenses	(2,451)	20,835
Increase(Decrease) in Accounts Payable	5,311	(329,316)
Increase(Decrease) in Deferred Revenue	2,245	(3,586)
Increase(Decrease) in Asset Management Fee Payable	8,811	8,554
Increase(Decrease) in Partnership Management Fee Payable	14,178	13,780
Increase(Decrease) in Accrued Interest Payable	(40,298)	107,578
Increase(Decrease) in Security Deposit Liability	(1,970)	(5,130)
Total Adjustments	214,585	72,681
Net Cash Provided by (Used in) Operating Activities	(275,367)	(244,785)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payment on Long-Term Debt	(60,865)	(8,077)
Net Change in Due To Related Party	<del>-</del>	294,524
Net Cash Provided by (Used in) Financing Activities	(60,865)	286,447
Net Increase (Decrease) in Cash and Cash Equivalents	(336,232)	41,662
Cash and Cash Equivalents at Beginning of Year	524,969	483,307
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 188,737	\$ 524,969

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

	2024	2023
Supplemental Disclosures of Cash Flow Information:		
Cash and Cash Equivalents Cash-Operating Operating Reserve Replacement Reserve Tax and Insurance Escrow Tenants' Security Deposits Total Cash and Equivalents	\$ 32,162 39,681 88,350 904 27,640 \$ 188,737	\$ 137,641 182,802 87,347 87,409 29,770 \$ 524,969
Supplemental Disclosures of Cash Flow Information (Continued):  Cash Paid During the Year for:		
Interest	\$ 170,394	\$ 24,961

#### 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, 2024, there were no uninsured deposits.

#### 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. As of December 31, 2024 and 2023, tax credit costs have been fully amortized.

#### **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, 2024, 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 short term 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.

The Partnership uses the direct write-off method to provide for uncollectible accounts. Use of this method does not result in a material difference from the valuation method required by accounting principles generally accepted in the United States of America.

### 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 2021.

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, 2024 and 2023, the Permanent Loan had a balance of \$1,294,010 and \$1,354,875, with interest accrued of \$7,915 and \$82,111, respectively.

	2024	2023
Note Payable – Capital One	\$ 1,294,010	\$ 1,354,875
Less: Unamortized Debt Issuance Costs	(30,941)	(40,688)
Note Payable - Capital One, Net	\$ 1,263,069	\$ 1,314,187

### 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, 2024 and 2023, 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, 2024 and 2023 was \$833,528 and \$833,528, with interest accrued of \$419,677 and \$385,779, 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		
2025	\$ 496,062		
2026	\$ 41,367		
2027	\$ 1,214,195		
2028	\$ _		
2029	\$ _		
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, 2024 and 2023, Asset Management Fees incurred totaled \$8,811 and \$8,554, respectively. At December 31, 2024 and 2023, Asset Management Fees were owed in the amount of \$33,734 and \$24,923, 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, 2024 and 2023, Partnership Management Fees incurred totaled \$14,178 and \$13,780, respectively. At December 31, 2024 and 2023, Partnership Management Fees payable totaled \$131,341 and \$117,163, 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, 2024 and 2023, the Operating Reserve had a balance of \$39,681 and \$182,802, 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, 2024, \$18,944 was required to be funded to the Replacement Reserve account. The actual amount funded during the year ended December 31, 2024 was \$0, which resulted in the account being underfunded by \$18,944 for the year ended December 31, 2024. For the year ended December 31, 2023, \$18,392 was required to be funded to the Replacement Reserve account. The actual amount funded during the year ended December 31, 2023 was \$0, which resulted in the account being underfunded by \$18,392 for the year ended December 31, 2023. As of December 31, 2024, the account was underfunded by a total amount of \$53,020. As of December 31, 2024 and 2023, the Replacement Reserve had a balance of \$88,350 and \$87,347, respectively.

Replacement Reserve Account activity for the years ended December 31, 2024 and 2023 is as follows:

Replacement Reserve			
Beginning Balance 12/31/2022	\$	86,325	
Deposits		_	
Interest		1,022	
Withdrawals		(-)	
Ending Balance 12/31/2023		87,347	
Deposits		_	
Interest		1,003	
Withdrawals		(-)	
Ending Balance 12/31/2024	\$	88,350	

#### 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, 2024 and 2023, there were no capital contributions received. During the years ended December 31, 2024 and 2023, 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, 2024 and 2023, Management Fees incurred and paid totaled \$23,970 and \$24,923, respectively. At December 31, 2024 and 2023, the Partnership did not owe any management fees.

#### NOTE J – ADVERTISING

During the years ended December 31, 2024 and 2023, advertising costs were incurred in the amount of \$1,218 and \$244, 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, 2024 and 2023, is as follows:

	2024	2023
Financial statement net income (loss)	\$ (489,952)	\$ (317,466)
Adjustments:		
Excess of depreciation for income		
tax purposes over financial reporting purposes	23,928	14,919
Timing difference in income/expense		
Recognition		
Taxable loss shown on tax return	\$ (466,024)	\$ (302,547)

#### 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, 2024 and 2023.

#### NOTE M – CONTINGENCY

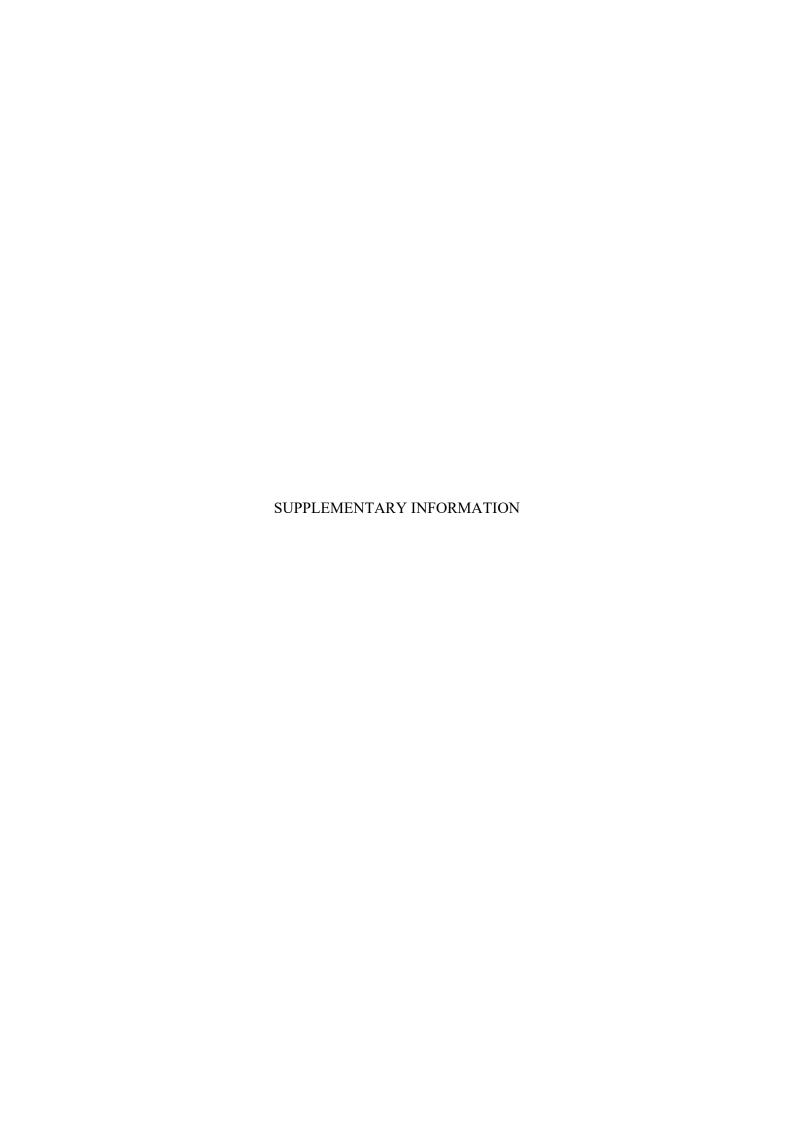
The Partnership's Low Income Housing Tax Credits are contingent on its ability to maintain compliance with applicable sections of Section 42. Failure to maintain compliance with the occupant eligibility, and/or unit gross rent, or to correct noncompliance within a specified time period could result in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

#### NOTE N – 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 O - SUBSEQUENT EVENTS

The Partnership has evaluated subsequent events through April 25, 2025, the date which the financial statements were available for issue.



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

	2024	2023
MAINTENANCE AND REPAIRS		
Salaries	\$ 34,565	\$ 35,530
Repairs Contract	51,840	9,206
Supplies	89,209	16,151
Painting & Decorating	17,377	111
Cleaning	3,505	1,449
Grounds	20,640	20,640
Garbage and Trash Removal	4,991	4,421
Services	4,854	665
Miscellaneous	29,378	231
Total Maintenance and Repairs	\$ 256,359	\$ 88,404
UTILITIES		
Electricity	\$ 9,152	\$ 6,250
Water and Sewer	4,269	1,321
Total Utilities	\$ 13,421	\$ 7,571
ADMINISTRATIVE		
Manager Salaries	\$ 19,207	\$ 26,379
Advertising	1,218	244
Bank Charges	2,359	1,792
Office Expense	5,706	4,224
Telephone	1,797	2,080
Travel	1,046	51
Bookkeeping/Accounting	2,976	2,681
Legal and Professional Fees	8,175	14,923
Asset Management Fees - LHC	12,500	17,723
Other Administrative Expenses	3,906	3,361
Total Administrative	\$ 58,890	\$ 55,735
TAXES		
Payroll Taxes	\$ 16,132	\$ 18,573
Total Taxes	\$ 16,132	\$ 18,573
Total Taxes	Ψ 10,132	Ψ 16,573
INSURANCE		
Property and Liability Insurance	\$ 139,302	\$ 144,268
Employee Benefits	387	125
Total Insurance	\$ 139,689	\$ 144,393
INTEREST EXPENSE		
Interest on Mortgage	\$ 96,198	\$ 98,735
Interest on Mortgage - LHC TCAP	33,898	33,804
Total Interest Expense	\$ 130,096	\$ 132,539
•		

## VILLA GARDENS LIMITED PARTNERSHIP SCHEDULE OF OPERATING INCOME AND EXPENSE VARIANCES AMEC MODEL PROFORMA TO ACTUAL COMPARISONS FOR THE YEAR ENDED DECEMBER 31, 2024

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			
	2024	2024	
	Year 14	Year 14	
	AMEC Model	Actual	Explanation of Variances Exceeding 5.00%
Income Statement			
Rental Income	-20%		
Residential-	-20%		
5121 Rental Income GROSS VACANCY	\$ 555,018 \$	112 291	
5121 Rental Income NET VACANCY	\$ 555,018 \$	443,384	
	-	- <u>-</u>	
	-	- <u>-</u>	
5140 Stores & Commercial-			
Total Rental Income:	555,018	443,384	
Vacancies: Enter as Negative	7%		
5220 Apartments-	(38,851)	(41,227)	
5240 Stores & Commercial-	-	-	
5270 Garage & Parking Spaces-	_	_	
5290 Miscellaneous Concessions-	_	(432)	
Fotal Vacancies:	(38,851)	(41,659)	
Net Rental Income:	516,167	401,725	
	310,107		
Other Income & Bad Debt	-223%		
5910 Laundry & Vending-	-	-	
6370 Apartment Bad Debt- Enter as Neg.	-	(20,819)	
6370 Commercial Bad Debt- Enter as Neg.	-	-	
5920 NSF, Damages & Late Charges, Other-	3,789	16,159	
Total Other Income:	3,789	(4,660)	
FFECTIVE GROSS INCOME	519,955	397,065	
Admin. Exps	-38%		
6210 Advertising-	1,807	1,218	
6250 Admin. Exps	-	10,052	
6310 Office Salaries-	34,892		
6311 Office Supplies-	-	4,762	
6320 Management Fee-	31,181	23,970	
6330 Management or Super. Sal	48,138	19,207	
6331 Mgmt. or Super. Free Rent Unit-	-		
6340 Legal Expenses (Project)-	-		
6350 Auditing Exps. (Project)-	11,015	8,175	
6351 Bookkeeping Fees/Acct. Services-	-	2,976	
6390 LHC Asset Management Fee	7,342	12,500	
Total Admin. Less Management Fee/Asset Management Fee	103,194	46,390	
otal Admin. Exps.:	134,375	82,860	
Itilities Evnense	970/		
Jtilities Expense	87%		
6420 Fuel Oil/Coal-	-		
6420 Fuel for Domestic Hot Water-	- 5 120		
6450 Electricity (Light & Misc. Power)-	5,139	9,152	
6451 Water-	-	1,374	
6452 Gas-	2,057	<u> </u>	
6453 Sewer- Fotal Utilities Exps.:		2,895	
	7,196	13,421	

## VILLA GARDENS LIMITED PARTNERSHIP SCHEDULE OF OPERATING INCOME AND EXPENSE VARIANCES AMEC MODEL PROFORMA TO ACTUAL COMPARISONS FOR THE YEAR ENDED DECEMBER 31, 2024

Project Name: VILLA GARDENS

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

•	2024		2024	
	Year 14		Year 14	
	AMEC Model		Actual	Explanation of Variances Exceeding 5.00%
) & M Expenses	2959	%		
6510 O&M Payroll-	17,85		34,565	
6515 O&M Supplies-	3,67	2	81,226	
6520 O&M Contract-	8,81		118,298	
6525 Garbage & Trash Removal-	3,72	9	4,991	
6530 Security Payroll/Contract-		_	<u> </u>	
6545 Elevator Maintenance/Contract-		_	_	
6546 HVAC R & M-	8,07	6	15,289	
6570 Other Expenses-	5,13	9	1,990	
6590 Misc. O & M Expenses-		-		
Neighborhood Network-	17,62	2	_	
otal O & M Expenses:	64,90	9	256,359	
axes & Insurance	1249	%		
6710 Real Estate Taxes-		-	-	
6711 Payroll Taxes (FICA)-	3,67	2	16,132	
6719 Misc. Taxes, Licenses, & Permits-		-	-	
6720 Property & Liability Insurance-	55,07	0	139,302	
6721 Fidelity Bond Insurance-		-	- <u></u>	
6722 Workmen's Compensation-	3,67	2	- <u></u>	
6723 Health Ins. & Other Emp.Benefits-	7,15	0	387	
6279 Other Insurance-		-	<u> </u>	
otal Taxes & Insurance:	69,56	4	155,821	
	849	%		
OTAL OPERATING EXPENSES:	276,04	5	508,461	
ET OPERATING INCOME:	\$ 243,91	1 \$	(111,396)	
	-1009	%		
eplacement Reserves	\$ 17,78	3 \$	- =	
ADJUSTED NET OPERATING INCOME	\$ 226,12	Q Q	(111,396)	

# VILLA GARDENS LIMITED PARTNERSHIP COMPUTATION OF SURPLUS CASH, DISTRIBUTIONS, AND RESIDUAL RECEIPTS LHC - TAX CREDIT ASSISTANCE PROGRAM DECEMBER 31, 2024

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	l:	Project Num	ber:		
Villa Gardens	12/31/2024					
Part A - Compute Surplus Cash	•					
Cash						
1. Cash (Accounts 1110, 1120, 1191, 1192)			\$	59,802		
2. Tenant subsidy vouchers due for period covered by financial statement		nent	\$	-		
3. Other (describe)			\$	-		
(a) Total Cash (Add Lines 1, 2 and 3)					\$	59,802
<b>Current Obligations</b>						
4. Accrued mortgage interest payable			\$	7,915		
5. Delinquent mortgage principal paymer	nts		\$	-		
6. Delinquent deposits to reserve for repla	acements		\$	53,020		
7. Accounts payable (due within 30 days)	)		\$	16,011		
8. Loans and notes payable (due within 3	0 days)		\$	3,098		
9. Deficient Tax Insurance or MIP Escro	w Deposits		\$	-		
10. Accrued expenses (not escrowed)			\$	-		
11. Prepaid Rents (Account 2210)			\$	5,104		
12. Tenant security deposits liability (Acc	ount 2191)		\$	27,800		
13. Other (Deferred Insurance Proceeds)			\$	-		
(b) Less Total Current Obligations (Add Lines 4 through 13)				\$	112,948	
(c) Surplus Cash (Deficiency) (Line (a) minus Line (b))				\$	(53,146)	
Part B - Compute Distributions to Own	ners and Required Deposit	to Residual Receipts	1			
1. Surplus Cash					\$	-
Limited Dividend Projects		~	φ.			
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		Period	\$	-	4	
2c. Distributions Paid During Fiscal Period Covered by Statement			\$	-	_	
<ol> <li>Amount to be Carried on Balance Sheet as Distribution Earned but Unpaid (Line 2a plus 2b minus 2c)</li> </ol>			\$	-		
Amount Available for Distribution During Next Fiscal Period				\$	-	
5. Deposit Due Residual Receipts (Mus	t be deposited with mortgage	e within 60 days after	fiscal period e	nds)	\$	-
Prepared B	y			Reviewed By		
Loan Technician	Date	Loan Servicer			Date	

### VILLA GARDENS LIMITED PARTNERSHIP TCAP COMPUTATION OF SURPLUS CASH FOR THE YEAR ENDED DECEMBER 31, 2024

Cash from FY 2024 Operations:		
FY 2024 Rent Revenues	\$ 395,345	
FY 2024 Interest Income	1,889	
FY 2024 Other Income	 1,720	
Subtotal A	 398,954	
Less:		
FY 2024 Operating Expenses	508,461	
Debt Service due in FY 2024	132,156	
FY 2024 Required Replacement Reserves Deposit	18,944	
Payments for Capital Expenditures	 -	
Subtotal B	 659,561	
FY 2024 Surplus Cash (Subtotal A - Subtotal B)	\$ (260,607)	See Note (a).
FY 2024 TCAP Payment Due - See Note (b) below. *	 0	75% of FY 2024 Surplus Cash

#### NOTES:

- (a) As used here, Surplus Cash means all operating revenue earned in FY 2024 in excess of (i) FY 2024 operating expenses (excluding depreciation), (ii) debt service due in FY 2024, (iii) required deposits in FY 2024 to the replacement reserves and (iv) any other required reserve deposits in FY 2024. 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, 2024, 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 April 25, 2025.

#### 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.

Monroe, Louisiana

Little & association 12C

April 25, 2025

#### 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, 2024

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, 2024

## 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 STATEMENT	ΓS AUDIT	

None

## Schedule 2

## Villa Gardens Limited Partnership Summary Schedule of Prior Audit Findings For the Year Ended December 31, 2023

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

None