

WELFARE EXEMPTION SUPPLEMENTAL AFFIDAVIT, LOW-INCOME HOUSING PROPERTY OF LIMITED PARTNERSHIP

This Claim is Filed for Fiscal Year 20__ -20__ .

This is a Supplemental Affidavit filed with

- BOE-267, Claim for Welfare Exemption (First Filing)
 BOE-267-A, Claim for Welfare Exemption (Annual Filing)

If filed with BOE-267-A, check applicable boxes below

- Secretary of State Form LP-2 filed within the last year
 Limited Partnership Agreement, or other agreement, amended within the last year

Section 1. Identification of Limited Partnership (LP) and Property

Name of Limited Partnership

Property Location (number and street)

Date Property Acquired by LP

City, County, State, Zip Code

Supplemental Clearance Certificate (SCC) No. _____ (Provide copy of certificate with this claim and a copy of the Finding Sheet issued by the State Board of Equalization (Board) if filing with BOE-267. If you do not have an SCC, have you filed a claim for an SCC with the Board?)

- Yes No

If No, see instructions for information on obtaining an SCC claim form.

Section 2. Identification of Managing General Partner (MGP)

Name of Organization

Corporate ID No. (or LLC No.)

Mailing address (number and street)

Date Admitted into LP as GP

City, State, Zip Code

Organizational Clearance Certificate (OCC) No. _____ (Provide copy of certificate with this claim if first filing). If the MGP does not have an OCC, has the MGP filed a claim for an OCC with the (Board)?

- Yes No

If No, see instructions for information on obtaining an OCC claim form.

Section 3. Government Financing or Tax Credits; Use Restriction

As to the low-income housing property for which this claim is made, the general partners of the limited partnership, including the managing general partner, certify that (check all applicable boxes):

- A. There is an enforceable and verifiable agreement with a public agency or a recorded deed restriction that restricts the projects's usage and that provides that the units designated for use by lower-income households are continuously available to or occupied by lower-income households at rents that do not exceed those prescribed by section 50053 of the Health and Safety Code, or, to the extent that the terms of federal, state, or local financing or financial assistance conflicts with section 50053, rents that do not exceed those prescribed by the terms of the financing or financial assistance.
- B. The funds which would have been necessary to pay property taxes are used to maintain the affordability of, reduce rents otherwise necessary for, the units occupied by lower-income households.
- C. At least one of the following criteria is applicable (check one):
- (1) The acquisition, construction, rehabilitation, development, or operation of the property is financed with government financing in the form of tax-exempt mortgage revenue bonds; general obligation bonds; local, state, or federal loans or grants; or any loan insured, held, or guaranteed by the federal government; or project-based federal funding under section 8 of the Housing Act of 1937. (The term "government financing" does not include federal rental assistance through tenant rent-subsidy vouchers under section 8 of the Housing Act of 1937.)
- (2) The owner is eligible and receives state low-income housing tax credits pursuant to Revenue and Taxation sections 12205, 12206, 17057.5, 17058, 23610.4, and 23610.5 or federal low-income housing tax credits pursuant to section 42 of the Internal Revenue Code.

Section 4. Household Information

A. Eligibility Based on Family Household Income

Section 214(g) of the California Revenue and Taxation Code provides that low-income housing property owned and operated by a limited partnership with a nonprofit corporation or eligible limited liability company as managing general partner can qualify for the Welfare Exemption from property taxes to the extent that the income of the households residing therein do not exceed amounts listed below:

NO. OF PERSONS IN HOUSEHOLD	MAXIMUM INCOME	NO. OF PERSONS IN HOUSEHOLD	MAXIMUM INCOME	NO. OF PERSONS IN HOUSEHOLD	MAXIMUM INCOME	NO. OF PERSONS IN HOUSEHOLD	MAXIMUM INCOME
1		3		5		7	
2		4		6		8	

Note: If a dollar amount is not entered for each number of persons, contact the County Assessor for the figures. The amounts are different for each county and change annually. In order to qualify all or a portion of the property for the exemption, you must have: (1) a signed statement for each household that qualifies (you should keep the statement for future audits); and (2) you must complete the report below:

B. List of Qualified Households

Attach list showing desired information for only those households that qualify. Also, please identify the vacant units reserved for low-income households. Provide the following information: **address/unit number, number of persons in household, maximum income for household.**

C. Number of Units Serving Lower Income Households.

Note: Under section 214(g) the exemption percentage is the number of "units serving lower income households" divided by the total number of residential units. This percentage is applied to the entire property including "related facilities".

	EXAMPLE	ACTUAL
1. Number of residential units designated for use by or serving lower income households.	80	
2. Total number of residential units.	100	
3. Percentage which the number of "units serving lower income households" is of the total number of residential units. (C1 / C2 above)	80% (80 / 100)	

D. Property Use.

Does this property include nonexempt commercial space?

If yes, provide a brief description of the nonexempt commercial space: Yes No

Section 5. Managing General Partner Requirements**A. Managing General Partner Designation.**

- (1) Limited partnership agreement expressly designates the nonprofit corporation as the managing general partner.
- (2) Managing general partner is authorized to receive a partnership management fee or similar form of compensation payable in the amount and manner set forth in the limited partnership agreement or other agreement executed by all of the general partners.
- (3) Managing general partner has material participation in the control, management and direction of the limited partnership's business (see Section 5.B.).
- (4) Officers and directors of the for-profit general partners, for-profit limited partners, or any of its for-profit affiliates, do not, as individuals or collectively, have a controlling vote or majority interest in the managing general partner.

B. Material Participation.

- The managing general partner is a general partner that has "material participation" in the control, management, and direction of the limited partnership's business, in that the managing general partner has a right to vote in all the major decisions, including any actions which require a vote of a majority in interest of the general partner; performs substantial management duties (at least 5 of the 12 duties listed in Section 5.C.); directly or indirectly, under its supervision, manages the limited partnership; annually conducts a physical inspection of the low-income housing property to ensure that the property is being used as low-income housing and meets all of the requirements of the welfare exemption for low-income housing properties; annually submits a certification to the County Assessor of the county in which the property is located that the low-income housing property meets all Welfare Exemption requirements for low-income housing properties.

C. Substantial Management Duties.

- The managing general partner actually performs at least 5 of 12 following partnership management duties:
 - (1) Managing general partner rents, maintains and repairs the low-income housing property, or if such duties are delegated to a property management agent, participates in hiring and overseeing the work of the property management agent.
 - (2) Managing general partner participates in hiring and overseeing the work of all persons necessary to provide services for the management and operation of the limited partnership business.
 - (3) Managing general partner executes and enforces all contracts executed by the limited partnership.
 - (4) Managing general partner executes and delivers all partnership documents on behalf of the limited partnership.
 - (5) Managing general partner prepares or causes to be prepared all reports to be provided to the partners or lenders on a monthly, quarterly, or annual basis consistent with the requirements of the limited partnership agreement.
 - (6) Managing general partner coordinates all present and future development, construction, or rehabilitation of low-income housing property that is the subject of the limited partnership agreement.
 - (7) Managing general partner monitors compliance with all government regulations and files or supervises the filing of all required documents with government agencies.
 - (8) Managing general partner acquires, holds, assigns or disposes of property or any interest in property.
 - (9) Managing general partner borrows money on behalf of the limited partnership, encumbers limited partnership assets, places title in the name of the nominee to obtain financing, prepays in whole or in part, refinances, increases, modifies or extends any obligation.
 - (10) Managing general partner pays organizational expenses incurred in the creation of the partnership and all operational expenses.
 - (11) Managing general partner determines the amount and timing of distributions to partners and establishes and maintains all required reserves.
 - (12) Managing general partner ensures that charitable services or benefits, such as vocational training, education programs, childcare and after-school programs, cultural activities, family counseling, transportation, meals, and linkages to health and/or social services are provided or information regarding charitable services or benefits are made available to the low-income housing tenants.

Section 6. Delegation of Authority**A. The person making this claim certifies that the limited partnership agreement (please check applicable box):**

- Contains a delegation of authority clause
- Does not contain a delegation of authority clause

B. If the limited partnership agreement contains a delegation of authority clause, such clause provides that:

- The managing general partner may not delegate any of its partnership management duties, as identified in Rule 140.1, subdivision (a)(10) and defined in Section 5 or
- The managing general partner may delegate its partnership management duties, as identified in Section 5, to persons who under its supervision, may perform such duties for the partnership subject to the supervision by the managing general partner.

C. The managing general partner has delegated some or all of its partnership management duties identified in Section 5 :

- Yes No

If **yes**, please list each duty delegated, the date delegated, and the person or entity performing such duty (attach additional pages if necessary):

Section 7. Certification:

The form must be certified by the managing general partner and all of the general partners of the limited partnership (please attach additional pages if necessary).

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information contained herein, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

NAME OF LIMITED PARTNERSHIP

LOCATION OF LIMITED PARTNERSHIP PROPERTY

NAME AND TITLE OF MANAGING GENERAL PARTNER <i>(typed or printed)</i>	TELEPHONE ()	DATE
SIGNATURE OF MANAGING GENERAL PARTNER ▶	EMAIL ADDRESS	
NAME AND TITLE OF GENERAL PARTNER <i>(typed or printed)</i>	TELEPHONE ()	DATE
SIGNATURE OF GENERAL PARTNER ▶	EMAIL ADDRESS	
NAME AND TITLE OF GENERAL PARTNER <i>(typed or printed)</i>	TELEPHONE ()	DATE
SIGNATURE OF GENERAL PARTNER ▶	E-MAIL ADDRESS	
NAME AND TITLE OF GENERAL PARTNER <i>(typed or printed)</i>	TELEPHONE ()	DATE
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