
2020 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**
Richmond, VA Time On **March 12, 2020**

Tax Exempt Bonds

Applications should be received at VHDA at least one month before the
bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds
are *issued* (if bonds are not issued by VHDA)



Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2020 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

An electronic copy of your completed application is a mandatory submission item.

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 12, 2020**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

- 1. Application For Reservation – the active Microsoft Excel workbook**
- 2. A PDF file which includes the following:**
 - Application For Reservation – Signed version of hardcopy
 - All application attachments (i.e. tab documents, excluding market study and plans & specs)
- 3. Market Study – PDF or Microsoft Word format**
- 4. Plans - PDF or other readable electronic format**
- 5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)**
- 6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format**

IMPORTANT:

VHDA only accepts files via our work center sites on Procorem. Contact TaxCreditApps@vhda.com for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.

Disclaimer:

VHDA assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to VHDA.

Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

Please Note:

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

If you have any questions, please contact the VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	john david.bondurant@vhda.com	(804) 343-5725
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@vhda.com	(804) 343-5514
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Aniyah Moaney	Aniyah.moaney@vhda.com	(804) 343-5518

TABLE OF CONTENTS

Click on any tab label to be directed to that tab within the application.

TAB	DESCRIPTION
1. <u>Submission Checklist</u>	Mandatory Items, Tabs and Descriptions
2. <u>Development Information</u>	Development Name and Locality Information
3. <u>Request Info</u>	Credit Request Type
4. <u>Owner Information</u>	Owner Information and Developer Experience
5. <u>Site and Seller Information</u>	Site Control, Identity of Interest and Seller info
6. <u>Team Information</u>	Development Team Contact information
7. <u>Rehabilitation Information</u>	Acquisition Credits and 10-Year Look Back Info
8. <u>Non Profit</u>	Non Profit Involvement, Right of First Refusal
9. <u>Structure</u>	Building Structure and Units Description
10. <u>Utilities</u>	Utility Allowance
11. <u>Enhancements</u>	Building Amenities above Minimum Design Requirements
12. <u>Special Housing Needs</u>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <u>Unit Details</u>	Set Aside Selection and Breakdown
14. <u>Budget</u>	Operating Expenses
15. <u>Project Schedule</u>	Actual or Anticipated Development Schedule
16. <u>Hard Costs</u>	Development Budget: Contractor Costs
17. <u>Owner's Costs</u>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. <u>Eligible Basis</u>	Eligible Basis Calculation
19. <u>Sources of Funds</u>	Construction, Permanent, Grants and Subsidized Funding Sources
20. <u>Equity</u>	Equity and Syndication Information
20. <u>Gap Calculation</u>	Credit Reservation Amount Needed
21. <u>Cash Flow</u>	Cash Flow Calculation
22. <u>BINs</u>	BIN by BIN Eligible Basis
24. <u>Owner Statement</u>	Owner Certifications
25. <u>Architect's Statement</u>	Architect's agreement with proposed deal
26. <u>Scoresheet</u>	Self Scoresheet Calculation
27. <u>Development Summary</u>	Summary of Key Application Points
28. <u>Efficient Use of Resources</u>	Calculation of Score
29. <u>Efficient Use of Resources - TE Bonds</u>	Calculation of Score

2020 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under VHDA's point system of ranking applications, and may assist VHDA in its determination of the appropriate amount of credits that may be reserved for the development.

- \$1,000 Application Fee **(MANDATORY)**
 - Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
 - Scanned Copy of the **Signed** Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
 - Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
 - Electronic Copy of the Plans and Unit by Unit writeup **(MANDATORY)**
 - Electronic Copy of the Specifications **(MANDATORY)**
 - Electronic Copy of the Existing Condition questionnaire **(MANDATORY if Rehab)**
 - Electronic Copy of the Physical Needs Assessment **(MANDATORY at reservation for a 4% rehab request)**
 - Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
 - Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
 - Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement **(MANDATORY)**
 - Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
 - Tab C: Principal's Previous Participation Certification **(MANDATORY)**
 - Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
 - Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
 - Tab F: RESNET Rater Certification **(MANDATORY)**
 - Tab G: Zoning Certification Letter **(MANDATORY)**
 - Tab H: Attorney's Opinion **(MANDATORY)**
 - Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation
 - IRS Documentation of Nonprofit Status
 - Joint Venture Agreement (if applicable)
 - For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan and Unit Delivery Schedule **(MANDATORY)**
 - Tab K: Documentation of Development Location:
 - K.1 Revitalization Area Certification
 - K.2 Location Map
 - K.3 Surveyor's Certification of Proximity To Public Transportation
 - Tab L: PHA / Section 8 Notification Letter
 - Tab M: Locality CEO Response Letter
 - Tab N: Homeownership Plan
 - Tab O: Plan of Development Certification Letter
 - Tab P: Developer Experience documentation and Partnership agreements
 - Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
 - Tab R: Documentation of Operating Budget and Utility Allowances
 - Tab S: Supportive Housing Certification
 - Tab T: Funding Documentation
 - Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
 - Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
 - Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)
 - Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
 - Tab Y: Inducement Resolution for Tax Exempt Bonds

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

1. Development Name: Bellwood Crossing

2. Address (line 1): 8075 Jefferson Davis Hwy
 Address (line 2): _____
 City: Richmond State: VA Zip: 23237

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Chesterfield County

5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?..... _____

6. Development is located in the census tract of: 1004.04

7. Development is located in a **Qualified Census Tract**..... TRUE

8. Development is located in a **Difficult Development Area**..... FALSE

9. Development is located in a **Revitalization Area based on QCT** FALSE

10. Development is located in a **Revitalization Area designated by resolution** TRUE

11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE

(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 7
 Planning District: 15
 State Senate District: 16
 State House District: 70

Click on the following link for assistance in determining the districts related to this development:
[Link to VHDA's HOME - Select Virginia LIHTC Reference Map](#)

14. **ACTION:** Provide Location Map (**TAB K2**)

15. Development Description: In the space provided below, give a brief description of the proposed development

Bellwood Crossing will be a garden style apartment community of 92 units targeted for the general population built to Earthcraft Gold standards. The development is a mix of one, two, and three bedroom units.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Dr. Joseph P Casey
 Chief Executive Officer's Title: County Administrator Phone: (804) 748-1211
 Street Address: P.O. Box 40
 City: Chesterfield State: VA Zip: 23832

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Dan Cohen, Director - Department of Community Enhancement (804) 748-1049

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name:
 Chief Executive Officer's Title:
 Street Address:
 City: State: Zip:

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

ACTION: Provide Locality Notification Letter at **Tab M** if applicable.

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

a. If requesting 9% Credits, select credit pool:

Richmond MSA Pool

or

b. If requesting Tax Exempt Bonds, select development type:



For Tax Exempt Bonds, where are bonds being issued?



ACTION: Provide Inducement Resolution at **TAB Y** (if available)

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2019.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2019, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2019 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

Note regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service?

FALSE

5. Planned Combined 9% and 4% Developments

FALSE

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

Name of companion development:



a. Has the developer met with VHDA regarding the 4% tax exempt bond deal?

FALSE

b. List below the number of units planned for each allocation request. This stated count cannot be changed or 9% Credits will be cancelled.

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. Extended Use Restriction

Note: Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

Must Select One: 30

Definition of selection:

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

C. OWNERSHIP INFORMATION

NOTE: VHDA may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by VHDA in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Bellwood Crossing LLC

Developer Name: South Creek Development, LLC

Contact: M/M Mr. First: Charles MI: S Last: Heritage

Address: 7204 W. Friendly Ave, Suite C

City: Greensboro St. NC Zip: 27410

Phone: (336) 669-3587 Ext. Fax:

Email address: charlie@southcreekdevelopment.com

Federal I.D. No. Pending (If not available, obtain prior to Carryover Allocation.)

Select type of entity: Limited Liability Company Formation State: VA

Additional Contact: Please Provide Name, Email and Phone number.
Andrew Schryver, andy@southcreekdevelopment.com, (843) 437-8470

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) (Mandatory TAB A)
 - b. Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)

2. Principal(s) of the General Partner: List names of individuals and ownership interest.

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Bellwood Crossing MM LLC</u>	<u>(336) 669-3587</u>	<u>Manager</u>	<u>100.000%</u>	
<u>Generation Housing Development, LLC (GHD)</u>	<u>(512) 971-9127</u>	<u>Member</u>	<u>26.000%</u>	
<u>Adrian Iglesias, President of GHD</u>	<u>(512) 971-9127</u>	<u>Manager</u>	<u>0.000%</u>	<i>needs</i>
<u>South Creek Investments, LLC</u>	<u>(336) 669-3587</u>	<u>Member</u>	<u>64.000%</u>	
<u>People Incorporated Housing Group (PIH)</u>	<u>(276) 623-9000</u>	<u>Member</u>	<u>10.000%</u>	
<u>Robert Goldsmith, President and CEO of PIH</u>	<u>(276) 623-9000</u>		<u>0.000%</u>	<i>needs</i>
<u>See attached Principals</u>			<u>0.000%</u>	<i>needs</i>

The above should include 100% of the GP or LLC member interest.

** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

Bellwood Crossing

<u>Principals</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Bellwood Crossing MM LLC	(336) 669-3587	Manager	100%
Generation Housing Development, LLC	(512) 971-9127	Manager	26%
South Creek Investments, LLC	(336) 669-3587	Manager	64%
People Incorporated Housing Group	(276) 623-9000	Member	10%
Generation Housing Development, LLC	(512) 971-9127	Member	
Adrian Iglesias	(512) 971-9127	Manager	100%
South Creek Investments, LLC	(336) 669-3587	Member	
South Creek Ventures, LLC	(336) 669-3587	Manager	20%
South Creek SC, LLC	(843) 437-8470	Manager	5%
Hill Tide Housing Investments, LLC	(727) 244-2440	Manager	75%
People Incorporated Housing Group	(276) 623-9000	Member	
Robert Goldsmith, President and CEO of (PII)	(276) 623-9000		0%
South Creek Ventures, LLC	(336) 669-3587	Member	
Charles Heritage	(336) 669-3587	Manager	100%
South Creek SC, LLC	(843) 437-8470	Member	
Andrew Schryver	(843) 437-8470	Manager	100%
Hill Tide Housing Investments, LLC	(727) 244-2440	Member	
Hill Tide Ventures, LLC	(727) 244-2440	Manager	100%
Hill Tide Ventures, LLC	(727) 244-2440	Member	
Daniel Winters	(727) 244-2440	Manager	50%
Robert Long	(727) 424-0386	Manager	50%

C. OWNERSHIP INFORMATION

- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
 - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

3. Developer Experience: Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. **FALSE**

Action: Must be included on VHDA Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts (**Tab P**)

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **TRUE**

Action: Must be included on the VHDA Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s (**Tab P**)

- c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units). **FALSE**

Action: Must provide copies of 8609s and partnership agreements (**Tab P**)

D. SITE CONTROL

NOTE: Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

Warning: Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

NOTE: If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact VHDA before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 10/31/2020

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by VHDA. See QAP for further details.

ACTION: Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

FALSE There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE Owner already controls site by either deed or long-term lease.

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 10/31/2020 .

c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

D. SITE CONTROL

3. Seller Information:

Name: The Diamond Group, Inc., a Virginia corporation

Address: 11237 Two Pond Ln

City: Glen Allen St.: VA Zip: 23059

Contact Person: Wayne Hazzard Phone: (804) 339-9191

There is an identity of interest between the seller and the owner/applicant..... FALSE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

2020 Low-Income Housing Tax Credit Application For Reservation

E. DEVELOPMENT TEAM INFORMATION

Provide Email address for each completed team member

Complete the following as applicable to your development team. Provide Contact and Firm Name.

1. Tax Attorney: Allison Domson This is a Related Entity. FALSE
Firm Name: Williams Mullen
Address: 200 South 10th Street, Suite 1600, Richmond, VA 23219
Email: adomson@williamsmullen.com Phone: (804) 420-6915
2. Tax Accountant: Nathan Vickers This is a Related Entity. FALSE
Firm Name: Tidwell Group
Address: 2001 Park Place, Suite 900
Email: nathan.vickers@tidwellgroup.com Phone: (205) 822-1010
3. Consultant: Ryne Johnson This is a Related Entity. FALSE
Firm Name: Astoria, LLC Role: Consultant
Address: 3450 Lady Marian Ct, Midlothian, VA 23113
Email: rynejohnson@astoriallc.com Phone: (804) 320-0585
4. Management Entity: Rick Allen This is a Related Entity. FALSE
Firm Name: Partnership Property Management
Address: P.O. Box 26405, Greensboro, NC 27404
Email: Rallen@partnershippm.com Phone: (336) 544-2300
5. Contractor: TBD This is a Related Entity. FALSE
Firm Name: _____
Address: _____
Email: _____ Phone: _____
Provide Email address for completed team member
6. Architect: Jackie Martin This is a Related Entity. FALSE
Firm Name: Martin Riley Associates - Architects, PC
Address: 215 Church St, Decatur, GA 30030
Email: martin@martinriley.com Phone: (404) 373-2800
7. Real Estate Attorney: Allison Domson This is a Related Entity. FALSE
Firm Name: Williams Mullen
Address: 200 South 10th Street, Suite 1600, Richmond, VA 23219
Email: adomson@williamsmullen.com Phone: (804) 420-6915
8. Mortgage Banker: _____ This is a Related Entity. FALSE
Firm Name: _____
Address: _____
Email: _____ Phone: _____
9. Other: _____ This is a Related Entity. FALSE
Firm Name: _____ Role: _____
Address: _____
Email: _____ Phone: _____

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... FALSE
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... FALSE
 If so, in what year did this development receive credits?
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... FALSE
- d. This development is an existing RD or HUD S8/236 development..... FALSE
Action: (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from VHDA prior to application submission to receive these points.

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... FALSE
- ii. Applicant has obtained a waiver of this requirement from VHDA prior to the application submission deadline..... FALSE

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... FALSE
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE
 - i. Subsection (I)..... FALSE
 - ii. Subsection (II)..... FALSE
 - iii. Subsection (III)..... FALSE
 - iv. Subsection (IV)..... FALSE
 - v. Subsection (V)..... FALSE
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE
- d. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... FALSE
If no credits are being requested for rehabilitation expenditures, go on to Part 4
- b. Minimum Expenditure Requirements
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
 - iv. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... FALSE
- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
 - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... FALSE
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... FALSE
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... FALSE

Action: If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section must be completed to obtain points for nonprofit involvement.

1. **Tax Credit Nonprofit Pool Applicants:** To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- FALSE a. Be authorized to do business in Virginia.
- FALSE b. Be substantially based or active in the community of the development.
- FALSE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- FALSE e. Not be affiliated with or controlled by a for-profit organization.
- FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. **All Applicants:** To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to part III.)

Action: If there is nonprofit involvement, provide completed Non Profit Questionnaire (**Mandatory TAB I**).

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... TRUE

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: (Please fit NP name within available space)

Contact Person:

Street Address:

City: State: Zip:

Phone: Extension: Contact Email:

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest: 10.0%

3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal

A. TRUE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit.

Action: Provide Option or Right of First Refusal in Recordable Form **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: People Incorporated Housing Group

or indicate true if Local Housing Authority FALSE
Name of Local Housing Authority

2. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

Action: Provide Homeownership Plan **(TAB N)**

NOTE: Applicant waives the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	92	bedrooms	206
Total number of rental units in development	92	bedrooms	206
Number of low-income rental units	92	bedrooms	206
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	92	bedrooms	206
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		121,562.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		20,001.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		101,561.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	3.500		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If True, Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	815.34	SF	10	10
2BR Garden	1090.34	SF	50	50
3BR Garden	1215.34	SF	32	32
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			92	92

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

3. Structures

- a. Number of Buildings (containing rental units)..... 2
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>FALSE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 2

Elevator Type (if known) _____

i. Roof Type ▶ Flat

j. Construction Type ▶ Frame

k. Primary Exterior Finish ▶ Brick

4. Site Amenities (indicate all proposed)

a. Business Center.....	<u>TRUE</u>	f. Limited Access.....	<u>FALSE</u>
b. Covered Parking.....	<u>FALSE</u>	g. Playground.....	<u>TRUE</u>
c. Exercise Room.....	<u>TRUE</u>	h. Pool.....	<u>FALSE</u>
d. Gated access to Site.....	<u>FALSE</u>	i. Rental Office.....	<u>TRUE</u>
e. Laundry facilities.....	<u>TRUE</u>	j. Sports Activity Ct..	<u>FALSE</u>
		k. Other:	_____

l. Describe Community Facilities: Community room included in the above amenities

m. Number of Proposed Parking Spaces..... 184

Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE

If **True**, Provide required documentation (TAB K3).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):

- i. A location map with development clearly defined.
- ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
- iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structureNotes must indicate basic materials in structure, floor and exterior finish.

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

NOTE: All developments must meet VHDA's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

6. Market Study Data:

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	4.80%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	4.80%
Project Wide Absorption Period (Months)	5-8 Months

J. ENHANCEMENTS

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

ACTION: Provide RESNET rater certification (**TAB F**)

ACTION: Provide Internet Safety Plan and Resident Information Form (Tab W) if options selected below.

1. For any development, upon completion of construction/rehabilitation:

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 85.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- FALSE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- TRUE h. Each unit is provided free individual WiFi access.
- FALSE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- TRUE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

2. Green Certification

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

- | | | | |
|--------------------------------|--|--------------------------------|--|
| <input type="checkbox"/> TRUE | Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification |

Action: If seeking any points associated Green certification, provide appropriate documentation at TAB F.

- b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)


- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|

3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

- TRUE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.
- b. Number of Rental Units constructed to meet VHDA's Universal Design standards:
 % of Total Rental Units

- 4. FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:

 Architect of Record initial here that the above information is accurate per certification statement within this application.

I. UTILITIES

1. Utilities Types:

- a. Heating Type Heat Pump
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- | | | | |
|-----------------|--------------|----------------------|--------------|
| Water?..... | <u>FALSE</u> | Heat?..... | <u>FALSE</u> |
| Hot Water?..... | <u>FALSE</u> | AC?..... | <u>FALSE</u> |
| Lighting?..... | <u>FALSE</u> | Sewer?..... | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	16	19	0
Air Conditioning	0	6	8	9	0
Cooking	0	5	7	8	0
Lighting	0	22	26	31	0
Hot Water	0	13	15	18	0
Water	0	14	17	20	0
Sewer	0	20	24	27	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$94	\$113	\$132	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other: Viridiant

Warning: The VHDA housing choice voucher program utility schedule shown on VHDA.com should not be used unless directed to do so by the local housing authority.

K. SPECIAL HOUSING NEEDS

NOTE: Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

- 1. Accessibility:** Indicate True for the following point categories, as appropriate.
Action: Provide appropriate documentation (Tab X)

TRUE

- a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;
- (ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.
- (iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.
Note: Subsidies may apply to any units, not only those built to satisfy Section 504.
(60 points)

FALSE

- b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits (30 points)

FALSE

- c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

For items a,b or c, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.



Architect of Record initial here that the above information is accurate per certification statement within this application.

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

a. If not general population, select applicable special population:

- FALSE Elderly (as defined by the United States Fair Housing Act.)
- FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE Supportive Housing (as described in the Tax Credit Manual)

Action: Provide Permanent Supportive Housing Certification (Tab S)

b. The development has existing tenants and a relocation plan has been developed..... FALSE

(If True, VHDA policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds waiting list: Richmond Redevelopment & Housing Authority

Contact person: Damon E. Duncan

Title: President and CEO

Phone Number (804) 780-4200

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... TRUE
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 32

% of total Low Income Units 35%

NOTE: Development must utilize a **VHDA Certified Management Agent**. Proof of management certification must be provided before 8609s are issued.

K. SPECIAL HOUSING NEEDS

4. Rental Assistance

a. Some of the low-income units do or will receive rental assistance..... **TRUE**

b. Indicate True if rental assistance will be available from the following

- FALSE** Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE** Section 8 New Construction Substantial Rehabilitation
- FALSE** Section 8 Moderate Rehabilitation
- FALSE** Section 8 Certificates
- TRUE** Section 8 Project Based Assistance
- FALSE** RD 515 Rental Assistance
- FALSE** Section 8 Vouchers
- FALSE** State Assistance
- FALSE** Other: _____

c. The Project Based vouchers above are applicable to the 30% units seeking points. **FALSE**

i. If True above, how many of the 30% units will not have project based vouchers? _____

d. Number of units receiving assistance:	10
How many years in rental assistance contract?	15.00
Expiration date of contract:	10/31/2035
There is an Option to Renew.....	FALSE

Action: Contract or other agreement provided **(TAB Q)**.

L. UNIT DETAILS

1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
10	10.87%	30% Area Median	300%
0	0.00%	40% Area Median	0%
37	40.22%	50% Area Median	1850%
0	0.00%	60% Area Median	0%
23	25.00%	70% Area Median	1610%
22	23.91%	80% Area Median	1760%
0	0.00%	Market Units	
92	100.00%	Total	60.00%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
10	10.87%	30% Area Median	300%
0	0.00%	40% Area Median	0%
37	40.22%	50% Area Median	1850%
0	0.00%	60% Area Median	0%
23	25.00%	70% Area Median	1610%
22	23.91%	80% Area Median	1760%
0	0.00%	Market Units	
92	100.00%	Total	60.00%

b. The development plans to utilize average income..... TRUE
 If true, should the points based on the units assigned to the levels above be waived and therefore not required for compliance?
 20-30% Levels FALSE 40% Levels FALSE 50% levels FALSE

2. Unit Detail FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	2		700.00	\$392.00	\$784
Mix 2	1 BR - 1 Bath	50% AMI	2	1	700.00	\$716.00	\$1,432
Mix 3	1 BR - 1 Bath	70% AMI	2		700.00	\$900.00	\$1,800
Mix 4	1 BR - 1 Bath	80% AMI	4		700.00	\$970.00	\$3,880
Mix 5	2 BR - 2 Bath	30% AMI	4	1	975.00	\$470.00	\$1,880
Mix 6	2 BR - 2 Bath	50% AMI	24	2	975.00	\$859.00	\$20,616
Mix 7	2 BR - 2 Bath	70% AMI	12	2	975.00	\$1,150.00	\$13,800
Mix 8	2 BR - 2 Bath	80% AMI	10	2	975.00	\$1,190.00	\$11,900
Mix 9	3 BR - 2 Bath	30% AMI	4		1100.00	\$542.00	\$2,168
Mix 10	3 BR - 2 Bath	50% AMI	11	1	1100.00	\$991.00	\$10,901
Mix 11	3 BR - 2 Bath	70% AMI	9	1	1100.00	\$1,180.00	\$10,620
Mix 12	3 BR - 2 Bath	80% AMI	8		1100.00	\$1,250.00	\$10,000
Mix 13							\$0
Mix 14							\$0

L. UNIT DETAILS

Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
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Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0

L. UNIT DETAILS

Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
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Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			92	10			\$89,781

Total Units	92	Net Rentable SF:	TC Units	90,950.00
			MKT Units	0.00
			Total NR SF:	90,950.00

Floor Space Fraction (to 7 decimals)	100.00000%
---	-------------------

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$5,000
2. Office Salaries			\$5,000
3. Office Supplies			\$4,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$49,680
	<u>4.85%</u> of EGI	<u>\$540.00</u> Per Unit	
6. Manager Salaries			\$60,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,000
9. Auditing			\$6,000
10. Bookkeeping/Accounting Fees			\$5,000
11. Telephone & Answering Service			\$6,000
12. Tax Credit Monitoring Fee			\$1,680
13. Miscellaneous Administrative			\$7,000
Total Administrative			\$151,360

Utilities

14. Fuel Oil			\$0
15. Electricity			\$20,000
16. Water			\$16,000
17. Gas			\$0
18. Sewer			\$16,000
Total Utility			\$52,000

Operating:

19. Janitor/Cleaning Payroll			\$15,000
20. Janitor/Cleaning Supplies			\$15,000
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,000
23. Trash Removal			\$8,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$20,000
28. Maintenance/Repairs Payroll			\$46,000
29. Repairs/Material			\$20,000
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$2,000
32. Heating/Cooling Repairs & Maintenance			\$8,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$3,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,800
37. Miscellaneous			\$15,120
Totals Operating & Maintenance			\$156,920

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$14,000
39. Payroll Taxes	\$3,000
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$40,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$3,000
44. Health Insurance & Employee Benefits	\$3,000
45. Other Insurance	\$0
Total Taxes & Insurance	\$63,000

Total Operating Expense **\$423,280**

Total Operating Expenses Per Unit	\$4,601	C. Total Operating Expenses as % of EGI	41.32%
--	---------	--	--------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$27,600**

Total Expenses	\$450,880
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ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

2020 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	1/27/2020	Charlie Heritage
b. Site Acquisition	10/31/2020	Charlie Heritage
c. Zoning Approval	N/A	
d. Site Plan Approval	10/15/2020	Charlie Heritage
2. Financing		
a. Construction Loan		
i. Loan Application	6/1/2020	Charlie Heritage
ii. Conditional Commitment	7/1/2020	Charlie Heritage
iii. Firm Commitment	8/1/2020	Charlie Heritage
b. Permanent Loan - First Lien		
i. Loan Application	6/1/2020	Charlie Heritage
ii. Conditional Commitment	7/1/2020	Charlie Heritage
iii. Firm Commitment	8/1/2020	Charlie Heritage
c. Permanent Loan-Second Lien		
i. Loan Application	N/A	
ii. Conditional Commitment	N/A	
iii. Firm Commitment	N/A	
d. Other Loans & Grants		
i. Type & Source, List	N/A	
ii. Application	N/A	
iii. Award/Commitment	N/A	
2. Formation of Owner	2/19/2020	Charlie Heritage
3. IRS Approval of Nonprofit Status	N/A	Charlie Heritage
4. Closing and Transfer of Property to Owner	10/31/2020	Charlie Heritage
5. Plans and Specifications, Working Drawings	7/1/2020	Jackie Martin
6. Building Permit Issued by Local Government	10/15/2020	Charlie Heritage
7. Start Construction	11/1/2020	Charlie Heritage
8. Begin Lease-up	11/1/2021	Charlie Heritage
9. Complete Construction	2/1/2022	Charlie Heritage
10. Complete Lease-Up	7/1/2022	Charlie Heritage
11. Credit Placed in Service Date	2/1/2022	Charlie Heritage

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

Must Use Whole Numbers Only!	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Item				
1. Contractor Cost				
a. Unit Structures (New)	9,143,442	0	0	9,143,442
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	9,143,442	0	0	9,143,442
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	1,750,000	0	0	1,750,000
p. Other Site work	0	0	0	0
Total Land Improvements	1,750,000	0	0	1,750,000
Total Structure and Land	10,893,442	0	0	10,893,442
q. General Requirements	618,360	0	0	618,360
r. Builder's Overhead (1.9% Contract)	206,120	0	0	206,120
s. Builder's Profit (5.7% Contract)	618,360	0	0	618,360
t. Bonds	88,116	0	0	88,116
u. Building Permits	50,000	0	0	50,000
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1:	0	0	0	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
Contractor Costs	\$12,474,398	\$0	\$0	\$12,474,398

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$2,565 /Unit)	236,000	0	0	236,000
c. Architecture Supervision Fee \$435 /Unit)	40,000	0	0	40,000
d. Tap Fees	869,952	0	0	869,952
e. Environmental	4,000	0	0	4,000
f. Soil Borings	10,000	0	0	10,000
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	0	35,000
h. Appraisal	3,500	0	0	3,500
i. Market Study	5,200	0	0	5,200
j. Site Engineering / Survey	140,000	0	0	140,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	140,000	0	0	70,000
n. Construction Interest (4.5% for 24 months)	650,000	0	0	487,500
o. Taxes During Construction	10,000	0	0	0
p. Insurance During Construction	46,804	0	0	46,804
q. Permanent Loan Fee (1.0%)	93,700	0	0	0
r. Other Permanent Loan Fees	15,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	5,000	0	0	0
v. Title and Recording	80,000	0	0	0
w. Legal Fees for Closing	135,000	0	0	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	72,400			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	35,000	0	0	35,000
ab. Organization Costs	3,000	0	0	0
ac. Operating Reserve	474,368	0	0	0
ad. Contingency	65,000	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Rent Up Reserve and Exp	55,200	0	0	0
(2) Other* specify: 3rd Party Testing and Moni	45,000	0	0	0
(3) Other* specify:		0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,269,124	\$0	\$0	\$1,982,956
Subtotal 1 + 2 (Owner + Contractor Costs)	\$15,743,522	\$0	\$0	\$14,457,354
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,760,000	0	0	1,760,000
4. Owner's Acquisition Costs				
Land	1,300,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,300,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$18,803,522	\$0	\$0	\$16,217,354

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,793,482

Proposed Development's Cost per Sq Foot
Applicable Cost Limit by Square Foot:

\$144 **Meets Limits**
\$229

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	18,803,522	0	0	16,217,354

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

0	0	16,217,354
---	---	------------

4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	4,865,206
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	21,082,560

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	0	21,082,560
---	---	------------

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)
(For tax exempt bonds, use the most recently published rates.)

0.00%	9.00%	9.00%
-------	-------	-------

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$0	\$0	\$1,897,430
-----	-----	-------------

\$1,897,430 Combined 30% & 70% P. V. Credit		
--	--	--

Q. SOURCES OF FUNDS

Action: Provide Documentation for all Funding Sources at **Tab T**

1. Construction Financing: List individually the sources of construction financing, including any such loans financed through grant sources:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	TBD			\$14,000,000	
2.					
3.					
Total Construction Funding:				\$14,000,000	

2. Permanent Financing: List individually the sources of all permanent financing in order of lien position:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	TBD			\$9,370,000	\$497,856	4.00%	35.00	18.00
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$9,370,000	\$497,856			

3. Grants: List all grants provided for the development:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$0	

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	Chesterfield County	5/5/2020	\$864,800
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$864,800

5. Recap of Federal, State, and Local Funds

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **FALSE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants*

a.	CDBG	\$0
b.	UDAG	\$0

Grants

c.	State	
d.	Local	
e.	Other:	

*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

Q. SOURCES OF FUNDS

6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: N/A

7. Some of the development's financing has credit enhancements..... FALSE
If **True**, list which financing and describe the credit enhancement:

8. Other Subsidies **Action:** Provide documentation (**Tab Q**)

a. TRUE Real Estate Tax Abatement on the increase in the value of the development.

b. TRUE **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. FALSE Other

9. A HUD approval for transfer of physical asset is required..... FALSE

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		\$18,803,522
2. Less Total of Permanent Funding, Grants and Equity	-	\$9,419,522
3. Equals Equity Gap		\$9,384,000
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		92.0000039220%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$10,200,000
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$1,020,000
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$1,897,430
8. Requested Credit Amount	For 30% PV Credit:	\$0
	For 70% PV Credit:	\$1,020,000
Credit per LI Units	\$11,086.9565	
Credit per LI Bedroom	\$4,951.4563	
	Combined 30% & 70% PV Credit Requested	\$1,020,000

9. **Action:** Provide Attorney’s Opinion (**Mandatory Tab H**)

T. CASH FLOW

1. Revenue

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units		\$89,781
Plus Other Income Source (list):	Laundry and Misc Fees	\$1,380
Equals Total Monthly Income:		\$91,161
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,093,932
Less Vacancy Allowance	7.0%	\$76,575
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,017,357

2. Indicate the estimated monthly income for the Market Rate Units (based on Unit Details tab):

Total Monthly Income for Market Rate Units:		\$0
Plus Other Income Source (list):	PBV rent overhang	\$640
Equals Total Monthly Income:		\$640
Twelve Months		x12
Equals Annual Gross Potential Income		\$7,680
Less Vacancy Allowance	7.0%	\$538
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$7,142

Action: Provide documentation in support of Operating Budget (**IAB R**)

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,017,357
b. Annual EGI Market Units	\$7,142
c. Total Effective Gross Income	\$1,024,499
d. Total Expenses	\$450,880
e. Net Operating Income	\$573,619
f. Total Annual Debt Service	\$497,856
g. Cash Flow Available for Distribution	\$75,763

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,024,499	1,044,989	1,065,889	1,087,207	1,108,951
Less Oper. Expenses	450,880	464,406	478,339	492,689	507,469
Net Income	573,619	580,583	587,550	594,518	601,481
Less Debt Service	497,856	497,856	497,856	497,856	497,856
Cash Flow	75,763	82,727	89,694	96,662	103,625
Debt Coverage Ratio	1.15	1.17	1.18	1.19	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,131,130	1,153,752	1,176,828	1,200,364	1,224,371
Less Oper. Expenses	522,693	538,374	554,526	571,161	588,296
Net Income	608,436	615,378	622,302	629,203	636,075
Less Debt Service	497,856	497,856	497,856	497,856	497,856
Cash Flow	110,580	117,522	124,446	131,347	138,219
Debt Coverage Ratio	1.22	1.24	1.25	1.26	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,248,859	1,273,836	1,299,313	1,325,299	1,351,805
Less Oper. Expenses	605,945	624,123	642,847	662,132	681,996
Net Income	642,914	649,713	656,466	663,166	669,808
Less Debt Service	497,856	497,856	497,856	497,856	497,856
Cash Flow	145,058	151,857	158,610	165,310	171,952
Debt Coverage Ratio	1.29	1.31	1.32	1.33	1.35

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be ≥ 3%)

U. Building-by-Building Information

Must Complete

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 2

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID

Bldg #	BIN if known	NUMBER OF		Street Address 1 Street Address 2 City State Zip					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
				DO NOT use the CUT feature																
1.		40		8075 Jefferson Davis Hwy		Richmond	VA	23237				\$0				\$0	\$9,166,330	02/01/22	9.00%	\$824,970
2.		52		8075 Jefferson Davis Hwy		Richmond	VA	23237				\$0				\$0	\$11,916,230	02/01/22	9.00%	\$1,072,461
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		92	0	Totals from all buildings					\$0	\$0	\$0	\$0	\$21,082,560	\$0	\$1,897,430					

Number of BINS: 2

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by VHDA to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of VHDA in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by VHDA prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, VHDA is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that VHDA may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by VHDA at its sole discretion.


2020 Low-Income Housing Tax Credit Application For Reservation

V. STATEMENT OF OWNER

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or VHDA regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
15. that undersigned waives the right to pursue a Qualified Contract on this development.
16. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Bellwood Crossing LLC
By: Bellwood Crossing MM LLC, its Manager

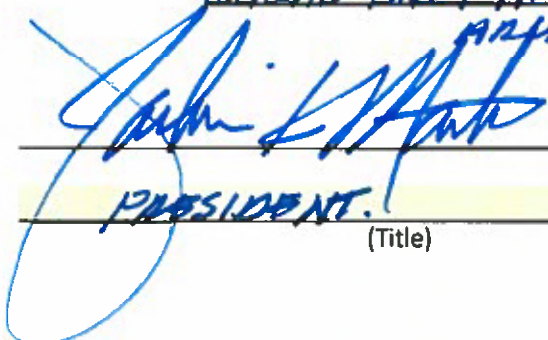
By: 
Its: Charles Heritage, Manager
(Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all VHDA Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Architect: JACKIE L. MARTIN
Virginia License#: 7586
Architecture Firm or Company: MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.

By: 
Its: PRESIDENT. (Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

W. **LIHTC SELF SCORE SHEET**

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by VHDA's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires a numeric value to be entered.

Please remember that this score is only an estimate. VHDA reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

MANDATORY ITEMS:

- a. Signed, completed application with attached tabs in PDF format
- b. Active Excel copy of application
- c. Partnership agreement
- d. SCC Certification
- e. Previous participation form
- f. Site control document
- g. RESNET Certification
- h. Attorney's opinion
- i. Nonprofit questionnaire (if applicable)
- j. Appraisal
- k. Zoning document
- l. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

	Included		Score
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y, N, N/A	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
Total:			<u>0.00</u>

1. READINESS:

- a. VHDA notification letter to CEO (via Locality Notification Information Application)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N	0 or 40	0.00
	N	0 or 10	0.00
	Y	0 or 15	15.00
	N	0 or 15	0.00
Total:			<u>15.00</u>

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

	Y	0 or up to 5	4.46
	N	0 or 20	0.00
	4.60%	Up to 40	9.20
	Y	0 or 5	5.00
	Y	0 or 10	10.00
	0%	0, 20, 25 or30	0.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	Y	Up to 20	20.00
Total:			<u>48.66</u>

2020 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			72.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	3.20
i. Historic Structure	N	0 or 5	0.00
Total:			170.20

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$86,400	\$57,400

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	34.78%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.87%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.87%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	51.09%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	51.09%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.09%	Up to 50	0.00
Total:			100.00

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	Y	0 or 50	50.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			50.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	103.73
b. Cost per unit		Up to 100	35.76
Total:			139.49

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			60.00

425 Point Threshold - all 9% Tax Credits
 325 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 583.35

Amenities:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	4.00
		<u>72.00</u>

All elderly units have:

t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>

Total amenities: 72.00

X. Development Summary

Summary Information

2020 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Bellwood Crossing
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Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,020,000
Allocation Type: New Construction **Jurisdiction:** Chesterfield County
Total Units: 92 **Population Target:** General
Total LI Units: 92
Project Gross Sq Ft: 121,562.00 **Owner Contact:** Charles Heritage
Green Certified? TRUE

Total Score 583.35

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$9,370,000	\$101,848	\$77	\$497,856

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$10,893,442	\$118,407	\$90	57.93%
General Req/Overhead/Profit	\$1,442,840	\$15,683	\$12	7.67%
Other Contract Costs	\$138,116	\$1,501	\$1	0.73%
Owner Costs	\$3,269,124	\$35,534	\$27	17.39%
Acquisition	\$1,300,000	\$14,130	\$11	6.91%
Developer Fee	\$1,760,000	\$19,130	\$14	9.36%
Total Uses	\$18,803,522	\$204,386		

Total Development Costs	
Total Improvements	\$15,743,522
Land Acquisition	\$1,300,000
Developer Fee	\$1,760,000
Total Development Costs	\$18,803,522

Income		
Gross Potential Income - LI Units		\$1,093,932
Gross Potential Income - Mkt Units		\$7,680
Subtotal	\$1,101,612	
Less Vacancy %	7.00%	\$77,113
Effective Gross Income		\$1,024,499

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$151,360	\$1,645
Utilities	\$52,000	\$565
Operating & Maintenance	\$156,920	\$1,706
Taxes & Insurance	\$63,000	\$685
Total Operating Expenses	\$423,280	\$4,601
Replacement Reserves	\$27,600	\$300
Total Expenses	\$450,880	\$4,901

Cash Flow	
EGI	\$1,024,499
Total Expenses	\$450,880
Net Income	\$573,619
Debt Service	\$497,856
Debt Coverage Ratio (YR1):	1.15

Proposed Cost Limit/Sq Ft: \$144
Applicable Cost Limit/Sq Ft: \$229

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	10
# of 2BR	50
# of 3BR	32
# of 4+ BR	0
Total Units	92

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	10	10
40% AMI	0	0
50% AMI	37	37
60% AMI	0	0
>60% AMI	45	45
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$159.11** Credits/SF = **10.04323** Const \$/unit = **\$135,591.2826**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB (15,000-35,000)=4

11000
400
1

*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	815.34	1,090.34	1,215.34	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	10	50	32	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	198,855	265,140	311,540	0	0	0	0
PROJECT COST PER UNIT	0	129,727	173,482	193,370	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	16,751	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	16,751	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	16,751	22,335	26,244	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,189	10,950	12,206	0	0	0	0
COST PER UNIT POINTS	0.00	3.78	18.79	13.19	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	11.11	55.40	37.21	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **35.76**

TOTAL CREDIT PER UNIT POINTS **103.73**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	198,855	265,140	311,540	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	198,855	265,140	311,540	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	16,751	22,335	26,244	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Credit Parameter	0	16,751	22,335	26,244	0	0	0	(

Northern Virginia Beltway (Rehab costs \$15,000-\$50,000)

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	198,855	265,140	311,540	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	198,855	265,140	311,540	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	16,751	22,335	26,244	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	16,751	22,335	26,244	0	0	0	(

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2020 Low-Income Housing Tax Credit Application For Reservation

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 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

11000
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*REHABS LOCATED IN BELTWAY (\$10,000-\$50,000) See Below

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	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	815.34	1,090.34	1,215.34	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	10	50	32	0	0	0	0
PARAMETER-(COSTS>=35,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
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COST PER UNIT POINTS	0.00	3.78	18.79	13.19	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	11.11	55.40	37.21	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **35.76**

TOTAL CREDIT PER UNIT POINTS **103.73**

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
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Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	198,855	265,140	311,540	0	0	0	(

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Adjusted Credit Parameter	0	16,751	22,335	26,244	0	0	0	(

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Cost Parameters - Elderly

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Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - Elderly

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Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	198,855	265,140	311,540	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	16,751	22,335	26,244	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	16,751	22,335	26,244	0	0	0	(

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A

Partnership or Operating Agreement

Including chart of ownership structure with percentage of
interests **(MANDATORY)**

**OPERATING AGREEMENT
OF
BELLWOOD CROSSING LLC**

FEBRUARY 21, 2020

Operating Agreement

This Operating Agreement, dated effective as of February 21, 2020 (the “Operating Agreement”) is made by Bellwood Crossing MM LLC, a Virginia limited liability company (the “Member”) the sole member of Bellwood Crossing LLC, a Virginia limited liability company (the “Company”), to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

Section 1 Organization and Purpose

1.01 *Formation of Company.* The Member has caused the Company to be organized as a limited liability company under the Virginia Limited Liability Company Act, Virginia Code §13.1-1000, *et seq.* (the “Act”). The Articles of Organization of the Company (the “Articles”) were filed with the Virginia State Corporation Commission and a Certificate of Organization was issued on February 19, 2020.

1.02 *Capital Contributions; Sole Member.* The Member has agreed to make the contributions to the capital of the Company set forth on Exhibit A. In exchange for such capital contributions, the Member shall receive all of the membership interests in the Company.

1.03 *Purpose.* The Company shall own, operate, lease, develop, construct and maintain that certain affordable housing development to be known as Bellwood Crossing located in the County of Chesterfield, Virginia. Additionally, the Company may engage in any and all lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated in this Operating Agreement. The Company may also pursue any other lawful activity that is approved by the Member.

1.04 *Registered Agent.* The name and address of the registered agent of the Company for the purposes of the Act is Williams Mullen PC whose address is 200 South 10th Street, Suite 1600, Richmond, Virginia 23219. The sole duty of the registered agent shall be to forward to the Company at its principal office and place of business any notice that is served on it.

Section 2 Management

2.01 *Manager.* The business and affairs of the Company shall be managed under the direction of one or more Managers. The initial Manager shall be Bellwood Crossing MM LLC. Any Manager may be removed at any time, with or without cause, and a new Manager may be appointed, at the sole discretion of the Member.

2.02 *Management of the Company.*

(a) The Manager shall have the right to manage the business of the Company and to make decisions regarding the business of the Company. The Manager may delegate prescribed functions to any employee, agent, or consultant.

(b) The Manager is granted the right, power, and authority to do in the name of, and on behalf of, the Company all things that, in the Manager's sole judgment, are necessary, proper or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority to enter into any kind of contract or activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as those activities and contracts may be lawfully carried on or performed by a limited liability company under applicable laws and regulations.

(c) All actions taken by the Manager on behalf of the Company from the date of its organization to the date of this Operating Agreement are ratified and confirmed.

2.03 *Compensation and Reimbursements.*

(a) The compensation, if any, of the Manager shall be fixed from time to time by the Member, and no Manager shall be prevented from receiving such compensation by reason of the fact that he or she is also the Member of the Company. The amount of any such management fee, or other compensation, shall be determined in accordance with the services provided by the Manager and the duties performed for the Company.

(b) The Manager shall receive reimbursement for expenses reasonably incurred in the performance of his duties. No Manager shall be prevented from receiving such reimbursement by reason of the fact that he or she is also the Member of the Company.

Section 3
Member Meetings

3.01 *Annual Meetings.* An annual meeting shall be held once per year at a location and on a date selected by the Member for the purpose of the transaction of such business as may come properly before the meeting.

3.02 *Special Meetings.* A meeting of the Member, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or Member at any time.

3.03 *Notice of Meetings.* Written notice stating the place, day and hour of any meeting and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 2 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Manager calling the meeting, to the Member.

Section 4
Capital Contributions and Distributions

4.01 *Member's Capital Contributions.*

(a) *Initial Capital Contributions.* The initial capital contributions to the Company by the Member shall be as set forth on Exhibit A.

(b) *Additional Capital Contributions.* Additional Capital Contributions shall be made at such times and in such amounts as the Member shall determine in his sole discretion.

4.02 *Distributions.* Distributions shall be made by the Company to the Member at such times as the Member shall determine in his sole discretion.

4.03 *Loans to Company.* Nothing in this Operating Agreement shall prevent the Member from making secured or unsecured loans to the Company by agreement with the Company.

Section 5
Tax Matters

Tax Status. It is intended that the Company be treated as a single member entity within the meaning of Section 301.7701-2(c)(2) of the Treasury Regulations and, accordingly, disregarded as a separate entity for tax purposes, until such time as another member is admitted to the Company.

Section 6
Dissolution and Termination

6.01 *Events of Dissolution.* The Company shall be dissolved upon the occurrence of any of the following events:

(a) The determination in writing of the Member;

(b) As otherwise required by Virginia law.

6.02 *Liquidation.* Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Manager (or if there is no Manager such person as determined by the Member) shall, in his sole discretion, determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Member in satisfaction of his interest in the Company; and/or,

(b) Distributing the Company's assets to the Member in kind, subject to his liabilities, in satisfaction of his interest in the Company.

6.03 *Orderly Liquidation.* A reasonable time as determined by the Manager (or the person or persons carrying out the liquidation) not to exceed 18 months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

6.04 *Distributions.* Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Member) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Manager (or the person or persons carrying out the liquidation) deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Manager shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Member.

6.05 *Certificate of Cancellation.*

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to the Member a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Member shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act.

Section 7

Notices

7.01 *Form; Delivery.* Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required hereunder to be given to any person or entity, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other person or entity, at his address as it appears on the records of the Company, with postage thereon prepaid. Any such notice shall be deemed to

have been given at the time it is deposited, postage prepaid, in the United States mail. Notice to a person may also be given personally or by telegram or telecopy sent to his address as it appears on the records of the Company.

7.02 *Waiver.* Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice.

Section 8

Miscellaneous Provisions

8.01 *Bank Accounts.* The Company shall maintain such bank accounts as the Manager may determine to be appropriate from time to time.

8.02 *Books of Account and Records.* Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to inspection and examination of the Member or his duly authorized representatives during reasonable business hours.

8.03 *Application of Virginia Law.* This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

8.04 *Amendments.* Any amendment to this Operating Agreement may be adopted by the Member. An amendment shall become effective at such time as it has been adopted by the Member.

8.05 *Construction.* Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

8.06 *Headings.* The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

8.07 *Waivers.* The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.08 *Rights and Remedies Cumulative.* The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

8.09 *Severability.* If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.10 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

8.11 *Creditors and Third-Party Beneficiaries.* None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Operating Agreement.

8.12 *Counterparts.* This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges and certifies that the foregoing Operating Agreement, including any schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of Bellwood Crossing LLC, adopted as of the date first written above.

BELLWOOD CROSSING MM LLC,
a Virginia limited liability company

By:  _____
Charles Heritage, Manager

EXHIBIT A

TO OPERATING AGREEMENT OF BELLWOOD CROSSING LLC

**Member's Name, Address, Membership Interests
and Initial Capital Contributions**

<u>Name</u>	<u>Address</u>	<u>Membership Interest</u>	<u>Initial Capital Contributions</u>
Bellwood Crossing MM LLC	7204 W. Friendly Avenue Suite C Greensboro, NC 27410	100.0%	*
Total		100.0%	*

*To be determined by the accountants

42036711_1

OPERATING AGREEMENT
OF
BELLWOOD CROSSING MM LLC

FEBRUARY 21, 2020

**OPERATING AGREEMENT
OF
BELLWOOD CROSSING MM LLC**

THIS OPERATING AGREEMENT is made and entered into as of February 21, 2020, by SOUTH CREEK INVESTMENTS, LLC, a North Carolina limited liability company (“South Creek”), GENERATION HOUSING DEVELOPMENT LLC, a Texas limited liability company (“Generation”), and PEOPLE INCORPORATED HOUSING GROUP, a Virginia non-stock corporation (“PIHG”), who agree as follows:

**SECTION 1
ORGANIZATIONAL MATTERS**

1.01 Formation. The Company was formed as a Virginia limited liability company under the Act on February 21, 2020. The rights and obligations of the Members shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

1.02 Name. The name of the Company shall be Bellwood Crossing MM LLC.

1.03 Principal Office. The principal office of the Company is 7204 W. Friendly Avenue, Suite C, Greensboro, North Carolina 27410, or such other place as the Managers may from time to time designate. The Company may have other offices at any place or places as may be determined by the Managers.

1.04 Purpose. The primary purpose of the Company is to acquire a membership interest in Bellwood Crossing LLC, a Virginia limited liability company (the “Owner”), which will acquire, rehabilitate, redevelop, improve, invest in, hold, lease, maintain, operate, and otherwise deal with a certain affordable housing project to be known as Bellwood Crossing located in the County of Chesterfield, Virginia (the “Property”). The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

1.05 Certificate of Formation; Filings. The Company executed and filed Articles of Organization with the Virginia State Corporation Commission as required by the Act. Any Manager may execute and file any amendments to the Articles of Organization authorized by the Members from time to time in a form prescribed by the Act. Any Manager also shall cause to be made, on behalf of the Company, such additional filings and recordings as the Manager shall deem necessary or advisable.

1.06 Fictitious Business Name Statements; Qualification in Other States. Following the execution of this Agreement, fictitious business name statements and qualifications in various states may be filed and published as deemed necessary by the Manager.

1.07 Registered Office and Registered Agent. The Company shall continuously maintain a registered office and a designated and duly qualified agent for service of process on the Company in the Commonwealth of Virginia. As of the date of this Agreement, the address of the Company's registered office is 200 South 10th Street, Suite 1600, Richmond, Virginia 23219 and its registered agent is Williams Mullen PC. The registered office and registered agent may be changed from time to time by action of the Members.

1.08 Term. The Company commenced on February 21, 2020, and shall continue until terminated pursuant to this Agreement.

SECTION 2 **DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Act" shall mean the Virginia Limited Liability Company Act, Va. Code Section 13.1-1000 et seq., as amended and in force from time to time.

(b) "Additional Member" shall mean any Person who, after the execution of this Operating Agreement, pursuant to Section 10.06, is issued a Membership Interest by the Company in exchange for a Capital Contribution.

(c) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year or other period after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the next to the last sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) "Affiliate" means, with respect to any Member, Manager or employee of the Company, any Person that directly or indirectly through one or more intermediaries, controls, or

is controlled by, or is under common control with, such Member, Manager or employee and shall include any relative or spouse of such Member, Manager or employee or any relative of such Member's, Manager's or employee's spouse. As used in the foregoing sentence, the term "control" means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) "Articles" shall mean the Articles of Organization of the Company as filed and amended with the State Corporation Commission of Virginia from time to time.

(f) "Capital Account" as of any given date shall mean the account calculated and maintained by the Company for each Member as specified in Section 8.

(g) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

(h) "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(i) "Company" shall mean Bellwood Crossing MM LLC, a Virginia limited liability company, as set forth in the Certificate of Organization issued by the Virginia State Corporation Commission on February 21, 2020.

(j) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

(k) "Distribution Percentage" shall mean, with respect to a Member (or a Successor in Interest thereof), the percentage set forth as such for such Member on Schedule 1 as amended from time to time.

(l) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(m) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(n) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (A) the acquisition of an additional interest in the Company following its initial capitalization by any new or existing Member in exchange for more than a de minimus Capital Contribution or in exchange for services; (B) the distribution by the Company to a Member of more than a de minimus amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by such Member and the Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (iv) of the definition of Profits and Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the Managers determine that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii), or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(o) "Manager" shall mean a manager as defined in the Act and as specified in Section 4.

(p) "Member" shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become an Additional Member or a Substitute Member pursuant to the terms hereof, so long as any such party continues to hold a Membership Interest.

(q) "Membership Interest" shall mean the percentage interest in the Company of a Member (or a Successor in Interest thereof) set forth on Schedule 1 as amended from time to time, including all of the rights, privileges and obligations of the Member relating to his status as a Member (or Successor in Interest in the Company).

(r) "Net Cash Flow" shall mean, with respect to any fiscal period, all cash receipts during such fiscal period not used for capital expenditures and not considered as Net Cash Flow in a prior fiscal period and any amount theretofore held in any reserve that was not considered as part of Net Cash Flow in a prior fiscal period which the Managers determine need not be held any longer in reserve, all determined in accordance with the Company's method of accounting, less Operating Expenses.

(s) "Operating Agreement" or "Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(t) "Operating Expenses" shall mean, with respect to any fiscal period, (i) to the extent paid other than with cash withdrawn from reserves, the amount of cash disbursed in such period in order to operate the Company and to pay expenses (including, without limitation, wages, taxes, insurance, repairs, and/or other costs and expenses) incident to the ownership or operation of the property or the Company and (ii) amounts added to reserves as determined by the Managers.

(t) "Partnership Audit Procedures" has the meaning given to that term in Section 9.09.

(u) "Partnership Representative" has the meaning given to that term in Section 9.09.

(v) "Permitted Transferee" shall mean (i) other Members; (ii) in the case of a Member that is a natural person and not an Entity, the spouse, the children or other descendants of any such Member (whether naturally born or legally adopted), or a trustee who holds such Membership Interest in trust for the exclusive benefit of the Member, such individual Member's spouse, such individual Member's children and descendants (whether naturally born or legally adopted) or any one or more of such persons; or (iii) in the case of a Member that is a trustee of a Trust, the beneficiaries of such trust.

(w) "Person" shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

(x) "Profits" and "Losses" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Section 9.03 or Section 9.04 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.03 and 9.04 shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

(y) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(z) "Substitute Member" shall mean a Successor in Interest who is admitted to the Company as a Member pursuant to Sections 10.03 and 10.04.

(aa) “Successor in Interest” means a Person other than a Member who is an assignee, transferee, successor or legatee of, or who otherwise succeeds to an ownership interest in, all or any portion of a Member’s Membership Interest and who has not been admitted as a Substitute Member.

(bb) “Voting Unit” means the measure of the rights of a Member of the Company, pursuant to the provisions of this Agreement, to participate in the management and affairs of the Company and to vote on Company matters. The number of Voting Units possessed by a Member is determined in accordance with Section 7 hereof. Each Member’s Voting Units are set forth on Schedule 1 hereto, as it may be amended from time to time.

SECTION 3 **MEMBERS**

3.01 Names and Addresses. The names and mailing addresses of all Members are set forth on Schedule 1 attached hereto, which shall be amended from time to time to reflect changes in the identity and/or addresses of the Members.

SECTION 4 **MANAGEMENT**

4.01 Managers. The Company shall be managed under the direction of at least one (1) and not more than seven (7) Managers, who shall be called individually a “Manager,” and collectively, the “Managers.” The Managers shall be elected by the Members as provided in Section 4.04. The initial Managers of the Company shall be Adrian Iglesias, Charles Heritage, Andrew Schryver, Daniel Winters and Robert Long.

4.02 General Powers of the Managers.

(a) **General Powers and Authorities.** Except as provided in Sections 4.04, 4.05, 7.01, 10.01, 10.03, 10.06, 11.01(a), 11.01(b) and 13.04 of this Agreement, the Managers shall have exclusive right to manage the Company and to make all decisions regarding the business of the Company. The Managers shall carry out the policies, directions, orders and resolutions of the Members in the manner described in this Agreement and as authorized and directed by the Members from time to time. The Managers may delegate prescribed functions to any employee, agent or consultant.

(b) **Delegation; Manager Voting.**

(i) The Managers may delegate to one (1) or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 4 hereof. Unless otherwise expressly provided by the Act, the Articles or the terms of

this Agreement, the vote, approval or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Agreement.

(ii) Notwithstanding the foregoing to the contrary, the Managers hereby delegate to Charles Heritage the power to execute such documents as it deems necessary in connection with the acquisition, development and financing of Property, on behalf of the Company, as manager of Owner, including without limiting the generality hereof, any note, mortgage, loan and regulatory agreements and any other documents which may be required in connection with the acquisition of the Property or the financing and development thereof; and Charles Heritage is specifically authorized to execute such documents as it deems necessary in connection with all documents and actions necessary to qualify for, and apply to Virginia Housing Development Authority for financing and an allocation of low income housing tax credits for the Property under Section 42 of the Internal Revenue Code of 1986, as amended.

(c) Ratification. All actions taken by the Managers on behalf of the Company from the date of its organization to the execution of this Agreement are ratified and confirmed.

4.03 Tenure. A Manager shall hold office until his death, resignation, disqualification or removal.

4.04 Removal; Vacancy. A Manager may be removed at any time by the affirmative vote of Members holding at least 80% of the Voting Units entitled to vote. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of Members holding at least 80% of the Voting Units entitled to vote.

4.05 Compensation. The compensation, if any, of the Managers shall be fixed from time to time by the affirmative vote of Members holding at least 80% of the Voting Units entitled to vote. The Managers shall be entitled to reimbursement for expenses incurred by them in performing their duties, according to the policies set by the Members from time to time. Any amount paid as compensation to a Manager who is also a Member shall be treated as a guaranteed payment in accordance with Code Section 707(c).

4.06 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as the Company's true and lawful attorney-in-fact, with full power and authority in their or its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the

applicable laws of any other jurisdiction to the extent the Managers deem any such filing to be necessary or desirable;

(ii) Any instrument or document which may be required to affect the continuation of the Company, the admission of an Additional or Substitute Member, or the dissolution and termination of the Company pursuant to the provisions of this Agreement; and

(iii) Any agreement, instrument, lease, deed, deed of trust, promissory note, certificate or other document in the name or on behalf of the Company which is necessary or appropriate to implement, effectuate or otherwise carry out any transaction to which the Company is a party or to which the Company or any of its assets is or may be subject, provided such transaction has been approved by the Managers or the Members, as the case may be, in accordance with the provisions of this Agreement.

(b) The appointment by each Member of the Managers of the Company as his attorneys-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the disability, incompetence, bankruptcy, death or dissolution of any Person giving such power, except, that in the event of an assignment by a Member of all or any part of his Membership Interest, this power of attorney shall survive such assignment only until such time, if any, as the successor in interest shall have been admitted to the Company as a Substitute Member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

4.07 Managers Have No Exclusive Duty to Company. Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such person, no Manager shall be required to manage the Company as his sole and exclusive function, and he may have other interests and activities in addition to those relating to the Company, and neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

4.08 Single Manager. If at any time there is only one person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Agreement to "Managers" shall be deemed to refer to such single Manager.

4.09 Transactions with Managers. The Managers (a) may appoint, employ, contract or otherwise deal with any Person, including a Manager or an Affiliate thereof, and with Persons that have a financial interest in a Manager or in which a Manager has a financial interest, for transacting the Company's business, including the performance of any and all services or purchases of goods or other property which may at any time be necessary, proper, convenient or advisable in carrying on the business and affairs of the Company or in disposing of some or all of its assets; and (b) may otherwise enter into business transactions (including but not limited to the sale, merger, or other disposition of the Company or all or substantially all of its assets) with any such Persons.

SECTION 5
LIMITATION OF LIABILITY; INDEMNIFICATION

5.01 Limitation of Liability of Managers. In any proceeding brought by or in the right of the Company or brought by or on behalf of Members of the Company, a Manager (in his capacity as a Manager) or any of its Affiliates shall not be liable to the Company or its Members for any monetary damages arising out of any transaction, occurrence or course of conduct, unless in such proceeding the Manager or any of its Affiliates was adjudged to have engaged in willful misconduct or a knowing violation of the criminal law.

5.02 Indemnity of Managers. The Managers shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

(a) Every Person, and his heirs, executors and administrators, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitral or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Company, by reason of his being or having been a Manager, or by reason of his serving or having served at the request of the Company as a director, officer, manager, employee or agent of another Entity, or at the request of the Company in any capacity that under Federal law regulating employee benefit plans would or might constitute him a fiduciary with respect to any such plan, whether or not such plan is or was for employees of the Company, shall be indemnified by the Company against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudicated to be liable to the Company for willful misconduct or a knowing violation of the criminal law in the performance of his duty to the Company unless, and only to the extent, that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, he is fairly and reasonably entitled to indemnity. The termination of any such action, suit or proceeding by judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not of itself create a presumption that any such Person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company.

(b) Any indemnification under Section 5.02(a) (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because the Manager had met the applicable standard of conduct set forth in such paragraph. Such determination may be made either (i) by the Managers by a majority vote of a quorum consisting of Managers who were not a party to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested Managers so directs, by independent legal counsel in a

written opinion, or (iii) by a majority of the Voting Units held by those Members who were not a party to such action, suit or proceeding.

(c) Reasonable expenses (including attorneys' fees) incurred by or in respect of any such Person in connection with any such action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, shall be paid by the Company in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company.

(d) The Managers of the Company shall have the power, generally and in specific cases, to indemnify their employees and agents to the same extent as provided in this Section with respect to its Managers.

(e) The provisions of this Section 5 are in addition to, and not in substitution for, any other right to indemnity to which any Person who is or may be indemnified by or pursuant to this Section may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such Person and to purchase and maintain insurance on behalf of any such Person against any liability asserted against or incurred by him in any capacity referred to in this Section or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

(f) If any provision of this Section 5 shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

(g) No amendment or repeal of this Section 5 shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. For purposes of Sections 5.01 and 5.02, the Partnership Representative shall be considered a Manager.

5.03 No Personal Liability to Members. Notwithstanding any provision of Section 5.02 above, the indemnification provided in Section 5.02 shall in no event cause the Members to incur any liability to the Company beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

SECTION 6

MEETINGS OF MEMBERS

6.01 Meetings. Meetings of the Members shall not be required, but meetings of the Members may be called upon terms and notices as reasonably determined by the Managers.

6.02 Action by Consent. All Member votes and consents shall be taken by written consent signed by Members holding such number of Voting Units as are required to approve the

action or matter described in the consent. Such consent or consents shall be filed with the Company's books and records. Action taken under this Section 6.02 is effective when the requisite number of Members entitled to vote have signed the consent or consents, unless the consent or consents specify a different effective date. The record date for determining Members entitled to take action shall be the date the first Member signs a written consent. A copy of any such action taken pursuant to this Section 6.02 shall be delivered to each Member pursuant to the provisions of Section 12.01.

SECTION 7

VOTING UNITS; MEMBER VOTING

7.01 Voting Units. Except as otherwise expressly provided hereunder, all matters on which votes are required hereunder shall be cast by Voting Units held by the Members. Each Voting Unit shall be entitled to one vote on all matters coming before any meeting of Members. The number of Voting Units held by each Member is set forth on Schedule 1 hereto. No new Voting Unit shall be awarded to any Person without the consent of Members holding at least 80% of the Voting Units. Any transfer by a Member of some or all of its Membership Interest as permitted hereunder shall result in a proportionate reduction in the Voting Units held by the transferor and the transferee shall not be entitled to receive or hold any such Voting Units unless such Person is admitted as a Substitute Member with corresponding Voting Units pursuant to the provisions of Sections 10.03 and 10.04 hereof. Changes in the number of outstanding Voting Units shall be reflected on the books of the Company and may from time to time be reflected on revisions to Schedule 1. Each Member agrees and acknowledges that no Member shall be entitled to Voting Units unless such Member receives Voting Units in accordance with the terms and provisions of this Operating Agreement.

7.02 Member Voting Generally. The affirmative vote of Members holding at least a majority of the Voting Units represented in person or by proxy and entitled to be voted at a meeting shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or by the express provisions of this Agreement.

SECTION 8

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Members' Capital Contributions.

(a) **Initial Capital Contribution.** Each initial Member shall make such Capital Contributions set forth on Schedule 1 attached hereto as his Initial Capital Contribution.

(b) **Additional Capital Contributions.** The Members shall not be required to make any further Capital Contributions beyond those set forth in Section 8.01(a) above without their prior consent.

(c) Loans. The Managers may endeavor to obtain a loan or loans to the Company, from time to time, for necessary capital on reasonable terms, in order to finance the ownership and operation of the business of the Company.

(d) Loans to Company by Members. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company in accordance with the terms of this Agreement.

8.02 Capital Accounts. A separate Capital Account will be maintained for each Member in accordance with Code Section 704(b) and the Regulations thereunder. Without limiting the foregoing, the Capital Account of a Member shall be credited with the amount of all Capital Contributions by such Member to the Company. The Capital Account of a Member shall be increased by the amount of any Profits (or items of gross income) allocated to such Member pursuant to Section 9, and decreased by (i) the amount of any Losses (or items of loss or deduction) allocated to such Member pursuant to Section 9 and (ii) the amount of any cash or property (valued at its Gross Asset Value) distributed to such Member pursuant to Section 9.01 of this Agreement.

8.03 Interest and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

8.04 Effect of Sale or Exchange. In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest.

SECTION 9

DISTRIBUTIONS, ALLOCATIONS, ELECTIONS AND REPORTS

9.01 Distributions.

(a) All distributions of cash or other property, except distributions upon the Company's dissolution (which shall be governed by Section 11.04), shall be made to the Members on a pro rata basis in accordance with their respective Distribution Percentages on the record date of such distribution.

(b) The Company shall distribute to the Members the amount necessary (as reasonably determined by the Managers) to cover the income taxes payable by the Members on income earned by the Company that is taxable to the Members, including allocations of income under Code Section 704(c), assuming each Member is in the highest combined individual federal, state and local tax bracket applicable to any Member (taking into consideration the character of the income with a proper adjustment for (i) the deductibility of state income taxes on federal income tax returns, and (ii) tax credits, capital gains and losses, and other specially allocated items which pass through to the Member). Distributions under this Section 9.01(b) shall be made when such taxes are

due, including the payment of estimated taxes, and be netted against distributions made under Section 9.01(a).

(c) The Managers shall have the right to determine how much Net Cash Flow, if any, of the Company shall be distributed among the Members each year. Such distributions of Net Cash Flow of the Company shall be distributed among the Members, pro rata in proportion to their respective Distribution Percentages. The Managers shall have the right to establish, maintain and expend reserves to provide for working capital, future investments, debt service and such other purposes as the Managers deem necessary or advisable.

(d) Except as provided in Sections 9.01(b) and 11.04 hereof, all distributions of cash and property shall be made at such times and in such amounts as determined by the Managers.

(e) All other provisions hereof notwithstanding, the Company's obligation, and Managers' authority, to make any distribution is subject to the restrictions governing distributions under the Act and such other pertinent governmental restrictions as are now and may hereafter become effective. Currently, among other prohibitions, the Act prohibits the Company from making a distribution to the extent that, after giving effect to the distribution, liabilities of the Company exceed the fair value of the assets of the Company. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.

9.02 Allocations Generally. After giving effect to the special allocations set forth in Sections 9.03 and 9.04 hereof, Profits or Losses for any fiscal year shall be allocated in the following order and priority:

(a) Except as provided in Section 9.02(b) below, Profits and Losses shall be allocated to and among the Members in proportion to the Distribution Percentage held by each Member.

(b) In the event that the allocation of Losses pursuant to Section 9.02(a) above would result in a Member having an Adjusted Capital Account Deficit at the end of any fiscal year and at such time there are other Members who will not, as a result of such allocation, have an Adjusted Capital Account Deficit, then all Losses in excess of the amount which can be allocated until the foregoing circumstance occurs shall be allocated among the Members who do not have Adjusted Capital Account Deficits on a proportionate basis according to their Distribution Percentages until each such Member would similarly be caused to have an Adjusted Capital Account Deficit. At such time as a further allocation of Losses cannot be made without causing some Member to have an Adjusted Capital Account Deficit, then all remaining Losses for such fiscal year shall be allocated in accordance with the ratio described in Section 9.02(a) above.

9.03 Special Allocations. For the purposes of this Agreement and the allocations of Profits and Losses and items of income, gain, loss, deduction and expense, this Agreement shall be deemed to include a "minimum gain chargeback" as provided for in Regulations Section 1.704-2(f), a "partner nonrecourse debt minimum gain chargeback" as provided for in Regulations Section

1.704-2(i), and a “qualified income offset” as provided for in Regulation Sections 1.704-2(b)(ii)(d). “Nonrecourse deductions,” as defined in Regulations Section 1.704-2(b), shall be allocated to and among the Members in proportion to the Distribution Percentage held by each Member. “Partner nonrecourse deductions,” as defined in Regulations Section 1.704-2(i), shall be allocated as required pursuant to such Section. In the event of any election to adjust the tax basis of any property of the Company pursuant to Code Section 732, 734 or 743, allocations shall be made as required to make the Capital Account adjustments provided for in Regulations Section 1.704-1(b)(2)(iv)(m).

9.04 Curative Allocations. The allocations set forth in Sections 9.02(b) (first sentence) and 9.03 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 9.04. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner determined by the Managers to be appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to the Sections of this Agreement other than the Regulatory Allocations and this Section. In exercising their discretion under this Section, the Managers shall take into account future Regulatory Allocations that, although not yet made are likely to offset other Regulatory Allocations previously made.

9.05 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members, in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Company income and loss for income tax purposes.

9.06 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with subparagraph (i) of the definition of Gross Asset Value in Section 2 hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value in Section 2 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.06 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

9.07 Allocation of Recapture. For purposes of determining the character (as ordinary income or capital gain) of any taxable income or gain of the Company allocated to the Members pursuant to this Section 9, such portion of the taxable income or gain of the Company allocated pursuant to this Section 9 which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (a) the amount of depreciation previously allocated to each Member bears to (b) the total of such depreciation allocated to all Members. This Section shall not alter the amount of allocations among the Members pursuant to Section 9 but merely the character of the income so allocated.

9.08 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

All elections permitted to be made by the Company under federal or state laws, including but not limited to any election under Code Section 754, shall be made by a majority of the number of Managers.

9.09 Partnership Representative.

(a) **Designation and Authority of the Partnership Representative.** The Company will designate pursuant to Proposed Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, South Creek as the "Partnership Representative" and any Person selected by the Partnership Representative may serve as the "designated individual" for the Partnership Representative and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the "Partnership Audit Procedures") and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. The Partnership Representative shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without

limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

(b) Obligations of Members.

(i) Generally. Each Member and former Member agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of any tax proceedings, in each case regardless whether then a Member or after ceasing to be a Member. Any deficiency for taxes imposed on any Member or former Member or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member or former Member or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Company, such Member or former Member shall indemnify the Company for such amounts within thirty (30) days of such payment by the Company, in each case regardless of whether then a Member or after ceasing to be a Member.

(ii) Partnership Audit Procedures. At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Company pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Partnership Representative and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member's or former Member's share (as determined by the Partnership Representative with the advice of the Company's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Company; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Member without requiring payment by such Member to the Company.

(iii) Survival of Obligations. Each Member's obligations to comply with the requirements of this Section 9.09 shall survive the Member's transfer of all or any portion of its interest in the Company, otherwise ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, to the extent applicable.

(iv) Exculpation and Indemnification of Partnership Representatives and Designated Individuals. Any Person acting as a "Partnership Representative" or "designated individual" pursuant to this Section 9.09 shall, when acting in such capacity, be deemed to be Manager for purposes of the Act, and as such his, her or its liability shall be eliminated to the same extent as Manager's liability is eliminated under Section 5.01 of this Agreement and he, she or it shall be entitled to indemnification to the same extent as a Manager is entitled to indemnification under Section 5.02 of this Agreement.

(c) State Law. If any state or local tax law provides for a Partnership Representative or person having similar rights, powers, authorities or obligations, the Partnership Representative shall also serve in such capacity.

SECTION 10

TRANSFER OF MEMBERSHIP INTEREST

10.01 Transfer Generally. It is the express intention of the Members that this Section 10 govern (i) the admission of Members in lieu of the default provisions of the Act, (ii) the assignment of a Membership Interest in lieu of the default provisions of the Act, (iii) the right of a Successor in Interest to become a Member in lieu of the default provisions of the Act, and (iv) a Member's voluntary dissociation in lieu of the default provisions of the Act. No Person holding a Membership Interest shall voluntarily disassociate or have any right to voluntarily resign or otherwise withdraw from the Company without the prior written consent of all remaining Members of the Company. No Person holding a Membership Interest shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his Membership Interest now owned or subsequently acquired by him, other than as expressly provided for in this Agreement. No Person holding a Membership Interest shall encumber, pledge or otherwise grant or allow any security interest or lien to arise with respect to their Membership Interest unless (i) he has received the prior written consent of Members holding at least 80% of the Voting Units entitled to be voted (not taking into account any Voting Units of the Transferor), or (ii) such interest is granted in accordance with Section 10.02. **Error! Reference source not found.** Any resignation, withdrawal or transfer (including, without limitation, any pledge or creation of any security interest of any type) of a Membership Interest or any rights therein in violation of and without full compliance with this Agreement shall be void ab initio and without legal effect. A Member's Voting Units may not be transferred, in whole or in part, to a Successor in Interest, another Member or any other Person except as specifically provided herein. Notwithstanding the foregoing, any Member may transfer all or any portion of such Member's Membership Interest at any time to any Permitted Transferee and such Permitted Transferee shall be a Successor in Interest without giving effect to the options described in Section 10.02(a) and 10.02(b) hereof. No Permitted Transferee or any

other Successor in Interest shall hold any Voting Units unless such Person executes an instrument agreeing to be bound by the terms of this agreement as provided in Section 10.04 and his admission is approved by the Members as provided in Section 10.03.

10.02 Right of First Opportunity.

(a) If a Member wishes to transfer all or any portion of his Membership Interest, such Member shall, before making any such disposition, first give the other Members a selling notice, specifying in writing the price, conditions and terms upon which he is willing to sell such Membership Interest. The other Members shall have the option to purchase all of the offered Membership Interest at the price and upon the conditions and terms set forth in such notice in the manner described herein, provided, that, notwithstanding the preceding sentence, no assignee of a Membership Interest pursuant to this Section 10.02 shall be entitled to all or a portion of the transferring Member's Voting Units or become a Substitute Member of the Company except as provided in Sections 10.03 and 10.04.

(b) The other Members shall have thirty (30) days from the date of the selling notice within which to elect to purchase all of the offered Membership Interest; and if they do not elect to purchase all of such offered Membership Interest, then the Company shall have a similar option exercisable within the following thirty (30) day period.

(c) The option may be exercised by giving notice to the offering Member within the specified period. If more than one Member among those eligible to elect desires to purchase, they may purchase the offered Membership Interest in proportion to their respective Distribution Percentage, unless they otherwise agree. The closing of the purchase shall occur on a mutually agreed date not more than seventy-five (75) days from the date of the selling notice.

(d) If neither a Member nor the Company elects to purchase all of the offered Membership Interest, then the offering Member may sell such Membership Interest at a price not below nor upon terms more advantageous to the purchaser than those contained in the selling notice. If the sale is not made and consummated within ninety (90) days after the date of the selling notice, the offering Member may not thereafter sell or otherwise dispose of any of his Membership Interest without again complying with this Section 10.02.

10.03 Rights of Successor in Interest; Admittance as Substitute Member. No Successor in Interest (other than a Permitted Transferee) of the whole or any portion of any Membership Interest of a Member shall have the right to participate in the management of the business and affairs of the Company or to hold any Voting Units, or to become a Substitute Member in place of his predecessor in interest with respect to the whole or any portion of said Membership Interest without the prior written consent of Members holding at least 80% of the Voting Units entitled to be voted (not taking into account any Voting Units of the transferring Member), which consent shall be in the Members' respective sole discretion and be binding and conclusive on all parties. A Permitted Transferee shall become a Substitute Member upon executing an instrument in which such Permitted Transferee agrees to be bound by the terms of this Agreement and no consent of any Members shall be required. A Successor in Interest shall be bound by, and shall take such Membership Interest subject to, the terms and conditions of this Agreement as same applies to

Members and their Membership Interests, but a Successor in Interest shall not have any Voting Units or any other rights or privileges of a Member hereunder (including but not limited to the right to participate in the Members' right of first opportunity set forth in Section 10.02) other than to share in the allocations and distributions to which the transferor Member would be entitled in respect of the transferred Membership Interest unless and until such Successor in Interest is admitted as a Substitute Member in accordance with the provisions of this Section 10.03 and Section 10.04 hereof, which admittance may be with or without corresponding Voting Units.

10.04 Requirements for Substitute Members. As a condition to the admission as a Substitute Member with respect to the whole or any portion of a Membership Interest, a Successor in Interest shall execute and acknowledge such instruments in form and substance as the Managers may reasonably deem necessary or desirable to effect such admission and to confirm the agreement of such Person being admitted as a Substitute Member to be bound by all of the terms of this Operating Agreement, as the same may have been amended and then in force. Such Successor in Interest shall pay all reasonable expenses in connection with such admission as a Substitute Member.

10.05 Tax Reporting. Each Member agrees that if he transfers or assigns all or part of his Membership Interest herein, such Member shall keep a list containing the transferee's name, address, social security number or taxpayer identification number, as the case may be, the date on which such transfer occurred and the name, address and tax shelter registration number, if required to be obtained, of the Company.

10.06 Admission of New Member. With the consent of Members holding at least 80% of the Voting Units, any Person may become an Additional Member in the Company by the issuance of a new Membership Interest, with or without corresponding Distribution Percentage or Voting Units, in consideration for such Capital Contribution as the Managers shall determine appropriate; provided, that such Person executes such instruments as the Managers deem necessary or desirable to effect its admission as a Member and to confirm its agreement to be bound by all the terms and conditions of this Operating Agreement.

10.07 Allocations to New Members. No Additional Member or Substitute Member or Successor in Interest shall be entitled to any retroactive allocation of items of taxable income, gain, loss, deductions or credits of the Company. The Managers may, at its option, at the time an Additional Member or Substitute Member is admitted, or a Successor in Interest receives a Membership Interest, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of income, gain, loss, deductions or credits to an Additional Member or Substitute Member or Successor in Interest for that portion of the Company's tax year in which an Additional Member or Substitute Member was admitted or Successor in Interest received his Membership Interest, in accordance with the provisions of Code Section 706(d) and the regulations promulgated thereunder.

SECTION 11

DISSOLUTION AND TERMINATION

11.01 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) The determination in writing of Members holding at least 80% of the Voting Units;

(b) The sale, transfer or assignment of substantially all of the assets of the Company, unless the Members holding at least 80% of the Voting Units entitled to vote determine otherwise;

(c) The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the federal bankruptcy code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the federal bankruptcy code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian or sequestrator, and such receiver, trustee, custodian or sequestrator is not dismissed within ninety (90) days; or

(d) As otherwise required by Virginia law.

11.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Managers (or if there are no Managers, such Person or Persons elected by Members holding a majority of the Voting Units) shall in their sole discretion determine:

(a) Selling the Company's assets and, after paying the Company's liabilities or reserving sufficient funds for such liabilities, distributing the net proceeds to the Members in satisfaction of their interests in the Company; and/or,

(b) Distributing the Company's assets to the Members in kind with the Members accepting undivided interests in the Company's assets, subject to its liabilities, in satisfaction of their interests in the Company.

11.03 Orderly Liquidation. A reasonable time as determined by the Managers (or the Person or Persons carrying out the liquidation) not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

11.04 Distributions. Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Members or Managers) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Managers (or the Person or Persons carrying out the liquidation) shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves shall be paid over to a bank or an attorney at law as escrow agent to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies. At the expiration of such period as the Managers (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Managers shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Members on a pro rata basis in accordance with their respective Capital Accounts after giving effect to all contributions, allocations and distributions for all periods.

11.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale of the Company's property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 9.

11.06 Certificate of Cancellation.

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall thereafter be trustees for the Members and creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate, if any, and take such other action as may be necessary on behalf of and in the name of the Company.

SECTION 12

NOTICES

12.01 Form; Delivery. Whenever, under the provisions of law, the Articles or this Operating Agreement, notice is required hereunder to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such

notice may be given in writing, by mail or by a generally recognized overnight courier service, addressed to such Person, at his post office and street address as it appears on the records of the Company, with postage or applicable delivery fees thereon prepaid or billed to the sender. Any such notice shall be deemed to have been given at the time it is deposited, postage or applicable fees prepaid or billed to sender, in the United States mail or with such recognized courier service. Notice may also be given by a form of electronic transmission consented to by the Person to whom the notice is given. Notice given by a form of electronic transmission shall be deemed to have been delivered at the time it is transmitted. Any consent to notice by electronic transmission shall be revocable by written notice to the Company and shall be deemed revoked if (a) the Company is unable to deliver by electronic transmission two (2) consecutive notices given by the Company in accordance with such consent and (b) such inability becomes known to the Managers or other person responsible for giving the notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or action.

12.02 Waiver. Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the Person or Persons entitled to such notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice. In addition, any Member who attends a meeting of Members in person, or is represented at such meeting of proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any Manager who attends a meeting of the Managers without protesting at the commencement of the meeting such lack of notice, shall be conclusively deemed to have waived notice of such meeting.

SECTION 13

MISCELLANEOUS PROVISIONS

13.01 Bank Accounts. The Company shall maintain such bank accounts as the Managers may determine to be appropriate from time to time.

13.02 Books of Account and Records. Proper and complete records and books of account shall be kept or caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company, which initially shall be located at 7204 W. Friendly Avenue, Suite C, Greensboro, North Carolina 27410, and shall be open to inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

13.03 Application of Virginia Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

13.04 Amendments. Any amendment to this Operating Agreement may be proposed to the Members by the Managers or by Members holding at least 80% of all Voting Units in the Company. A vote on any amendment to this Operating Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members unless such period is otherwise extended by applicable laws, regulations, or agreement of the Members. A proposed amendment shall become effective at such time as it has been approved by Members holding at least 80% of the Voting Units. The execution of an amended Operating Agreement by all Members shall be conclusive evidence of approval of such amended Operating Agreement. Notwithstanding the foregoing to the contrary, any amendment hereto that materially and adversely affects the rights, duties, or interests of one of the Members shall require unanimous consent of the Members.

13.05 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments as necessary to comply with any laws, rules or regulations.

13.06 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

13.07 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.08 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Agreement.

13.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature communicated electronically (e.g., by facsimile or as a JPEG, PDF or similar file attached to an e-mail message) shall have the same force and effect as if an original signature.

13.14 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

13.15 Waiver of Jury Trial. TO THE FULLEST EXTENT POSSIBLE, THE COMPANY, THE MANAGERS AND EACH MEMBER WAIVES IN FULL THE RIGHT TO A TRIAL BY JURY IN REGARD TO ANY DISPUTES, CLAIMS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, COMPLAINTS, LITIGATION OR ANY MATTER WHATSOEVER AND OF ANY TYPE OR NATURE, WHETHER IN CONTRACT, TORT OR OTHERWISE, THAT THEY MAY HAVE NOW OR IN THE FUTURE MAY HAVE RELATING TO THIS AGREEMENT OR ANY MATTER RELATING TO THIS AGREEMENT. THE MEMBERS, THE MANAGERS AND THE COMPANY EACH REPRESENT AND WARRANT THAT (i) HE, SHE OR IT IS REPRESENTED BY COMPETENT COUNSEL WHO HAS FULLY AND COMPLETELY ADVISED HIM, HER OR IT OF THE MEANING AND RAMIFICATIONS OF THE RIGHT TO A TRIAL BY JURY, OR (ii) HE, SHE OR IT HAD THE FULL AND COMPLETE OPPORTUNITY TO CONSULT WITH COUNSEL AND CHOSE NOT TO DO SO, AND, THEREFORE, IN EITHER CASE, FREELY AND VOLUNTARILY WAIVE SUCH RIGHT TO TRIAL BY JURY.

13.16 Forum Selection. THE MANAGERS, THE COMPANY AND THE MEMBERS AGREE THAT THE **SOLE AND EXCLUSIVE** JURISDICTION FOR ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT SHALL BE A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION FOR THE CITY OF RICHMOND, VIRGINIA (HEREINAFTER THE "PROPER COURTS"). THE PARTIES HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF ALL OF THE PROPER COURTS FOR THE PURPOSE OF ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT. TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER HEREBY AGREE TO WAIVE AND NOT TO ASSERT AS A DEFENSE IN ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION THAT (1) ANY OF THE PROPER COURTS CANNOT EXERCISE PERSONAL JURISDICTION OVER A PARTY; (2) ANY PARTY IS IMMUNE FROM EXTRATERRITORIAL INJUNCTIVE RELIEF OR OTHER INJUNCTIVE RELIEF; (3) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION MAY NOT BE MAINTAINED IN ANY OF THE PROPER COURTS; (4) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION BROUGHT IN ANY OF

THE PROPER COURTS SHOULD BE DISMISSED OR TRANSFERRED ON THE GROUNDS OF *FORUM NON CONVENIENS*; (5) ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION SHOULD BE STAYED BY THE PENDENCY OF ANY OTHER ACTION, SUIT, OR PROCEEDING IN ANY COURT OR TRIBUNAL OTHER THAN THE PROPER COURTS; OR (6) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY OF THE PROPER COURTS.

[Signatures on following page]

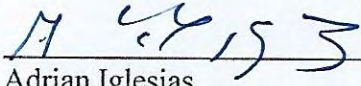
The undersigned, being the initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of Bellwood Crossing MM LLC, adopted as of the date first written above.

MEMBERS:

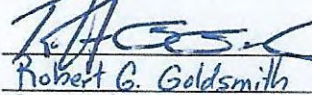
South Creek Investments, LLC,
a North Carolina limited liability company
By: South Creek Ventures, LLC, its Manager

By: 
Name: Charles Heritage
Title: Manager

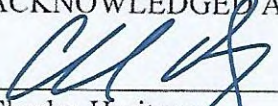
Generation Housing Development LLC,
a Texas limited liability company


By: 
Name: Adrian Iglesias
Title: President

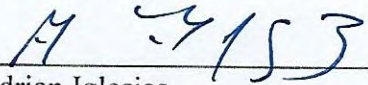
People Incorporated Housing Group,
a Virginia non-stock corporation

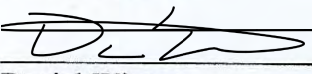
By: 
Name: Robert G. Goldsmith
Title: President and CEO

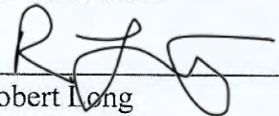
ACKNOWLEDGED AND AGREED TO BY THE MANAGERS:


Charles Heritage


Andrew Schryver


Adrian Iglesias


Daniel Winters

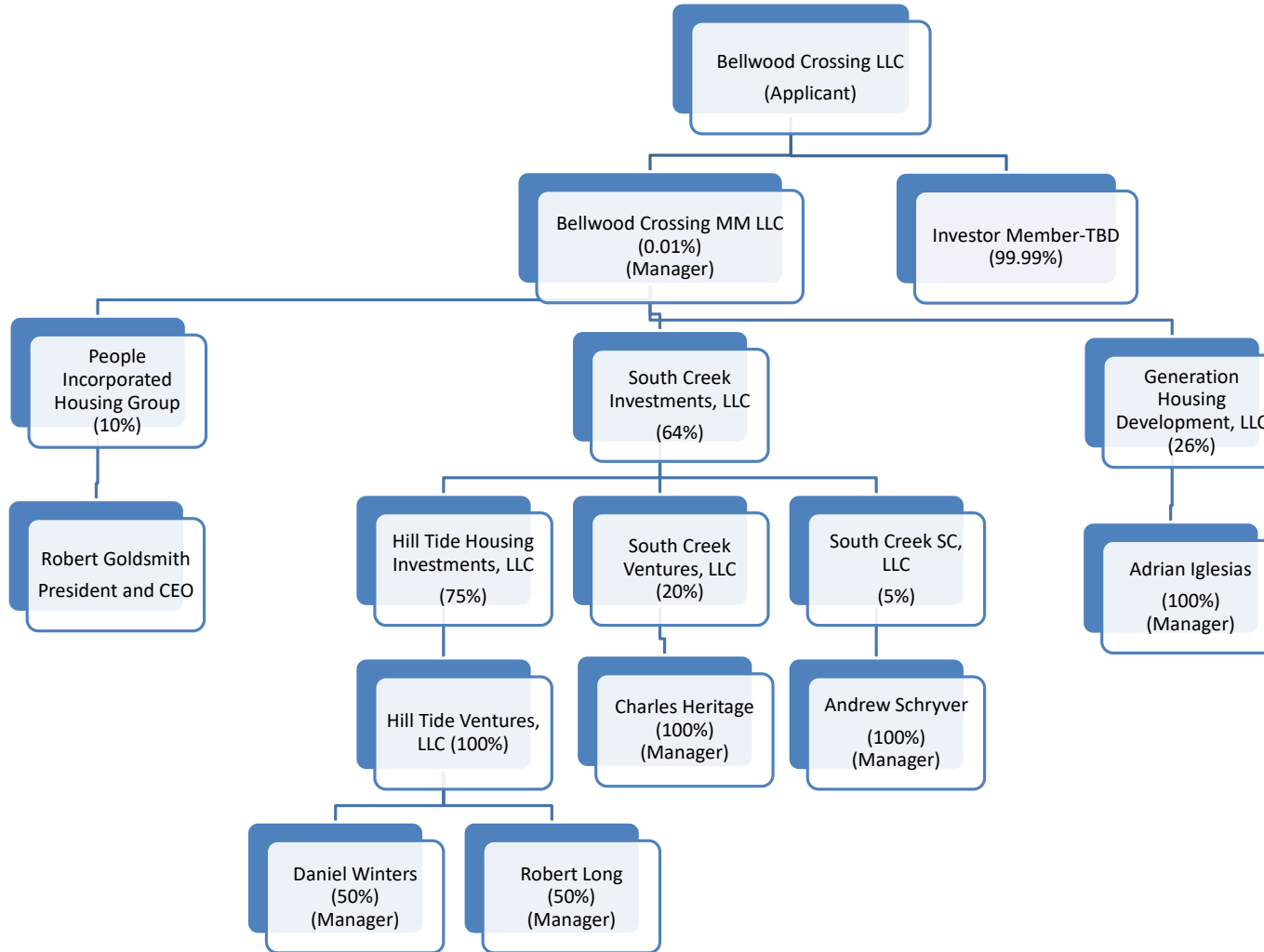

Robert Long

SCHEDULE 1

Members' Names, Addresses, Membership Interests, Voting Units and Initial Capital Contributions

Name and Address	Membership Interest	Distribution Percentage	Voting Units	Initial Capital Contributions
South Creek Investments, LLC 7204 W. Friendly Avenue, Suite C Greensboro, North Carolina 27410 Attention: Charles Heritage	64%	73.99%	64	\$73.99
Generation Housing Development LLC 5822 Gallant Run Frisco, Texas 75033 Attention: Adrian Igelsias	26%	26%	26	\$26.00
People Incorporated Housing Group 1173 West Main Street Abingdon, VA 24210 Attention: Robert G. Goldsmith	10%	0.01%	10	\$0.01
TOTAL	100%	100%	100	\$100.00

Bellwood Crossing, Owner Organizational Chart:



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of March / , 2020, by and between BELLWOOD CROSSING LLC, a Virginia limited liability company (the "Company"), and SOUTH CREEK DEVELOPMENT, LLC, a North Carolina limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, acquire, maintain, lease and operate certain property as low-income residential rental housing, to be known as Bellwood Crossing, to be located in the County of Chesterfield, Virginia (the "Project"); and

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the

performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the managing member of the Company (“Managing Member”) unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any construction loan agreements with any lending

institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the construction of the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or similar owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to

and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the Project. Any such compliance undertaken by the Developer on behalf of

and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration

of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

Section 3. Accounts and Records.

(a) The Developer on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Company or any representative or auditor thereof or supervisory or regulatory authority.

Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic's, materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to one million seven-hundred sixty thousand and No/100 Dollars (\$ 1,760,000 .00). The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this Agreement;
- (ii) Eighty percent (80%) upon substantial completion of the Project;

The Development Amount shall be paid from and only to the extent of the Company's available cash, in installments as follows:

- (i) Twenty percent (20%) on initial equity funding of the Project;
- (ii) Forty percent (40%) upon substantial completion of the Project; and
- (iii) Forty percent (40%) upon achievement of 95% occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available cash, provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events at the earlier of (i) the thirteenth anniversary of the date of this Agreement, or (ii) if the Project qualifies for Tax Credits under Code Section 42, then the end of the Project's compliance period.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

BELLWOOD CROSSING LLC,
a Virginia limited liability company

By: Bellwood Crossing MM LLC,
a Virginia limited liability company,
its Manager

By: 
Name: Charles Heritage
Title: Manager

DEVELOPER:

SOUTH CREEK DEVELOPMENT, LLC,
a North Carolina limited liability company

By: South Creek Ventures, LLC,
Its Manager

By: 
Name: Charles Heritage
Title: Manager

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 19, 2020

This is to certify that the certificate of organization of

Bellwood Crossing LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: February 19, 2020



STATE CORPORATION COMMISSION

Attest:

Joel H. Peck

Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: Bellwood Crossing
Name of Applicant (entity): Bellwood Crossing LLC

I hereby certify that:

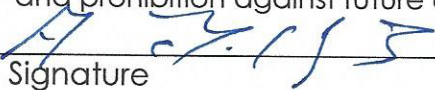
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing Development Authority (VHDA) employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



Signature

Adrian Iglesias, Manager

Printed Name

03/06/2020

Date (no more than 30 days prior to submission of the Application)

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bellwood Crossing LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bellwood Crossing MM LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

 Generation Housing Development, LLC **Controlling GP (CGP) or 'Named' Managing** **Member of Proposed property?*** Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Amber Stone Apartments, Beeville TX	Crockett Estates, Ltd, (512) 971-9127	Y	54	54	6/1/2013	2/5/2014 N
2	Heartland Village, Sulphur Springs, TX	Heartland Village, Ltd, (512) 971-9127	Y	80	80	2/1/2015	8/1/2015 N
3	Windy Ridge Apartments, Austin, TX	TX RR620 Apartments, Ltd, (512) 971-9127	Y	120	120	6/21/2016	9/11/2017 N
4	Emma Finke Villas, Beeville, TX	TX Kennedy Apartments, Ltd, (512) 971-9127	Y	76	76	3/5/2017	1/10/2018 N
5	The Estates at Ellington, Houston, TX	TX Strawberry Apartments, Ltd, (512) 971-9127	Y	72	72	12/5/2016	11/21/2017 N
6	Trails of Brady, Brady, TX	THF Brady Housing, Ltd, (512) 971-9127	Y	72	72	12/31/2018	TBD N
7	Reserve at Engel, New Braunfels, TX	Reserve at Engel Road, LLC, (512) 971-9127	N	96	96	12/29/2017	9/14/2018 N
8	EMLI at Liberty Crossing, Wilmer, TX	Liberty Crossing TC I, LP, (512) 971-9127	N	240	240	6/15/2019	TBD N
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1st PAGE TOTAL: 810 810 **LIHTC as % of Total Units** 100%

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Adrian Iglesias Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Amber Stone Apartments, Beeville TX	Crockett Estates, Ltd, (512) 971-9127	Y	54	54	6/1/2013	2/5/2014	N
2	Heartland Village, Sulphur Springs, TX	Heartland Village, Ltd, (512) 971-9127	Y	80	80	2/1/2015	8/1/2015	N
3	Windy Ridge Apartments, Austin, TX	TX RR620 Apartments, Ltd, (512) 971-9127	Y	120	120	6/21/2016	9/11/2017	N
4	Emma Finke Villas, Beeville, TX	TX Kennedy Apartments, Ltd, (512) 971-9127	Y	76	76	3/5/2017	1/10/2018	N
5	The Estates at Ellington, Houston, TX	TX Strawberry Apartments, Ltd, (512) 971-9127	Y	72	72	12/5/2016	11/21/2017	N
6	Trails of Brady, Brady, TX	THF Brady Housing, Ltd, (512) 971-9127	Y	72	72	12/31/2018	TBD	N
7	Reserve at Engel, New Braunfels, TX	Reserve at Engel Road, LLC, (512) 971-9127	N	96	96	12/29/2017	9/14/2018	N
8	EMLI at Liberty Crossing, Wilmer, TX	Liberty Crossing TC I, LP, (512) 971-9127	N	240	240	6/15/2019	TBD	N
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1st PAGE TOTAL: 810 810 LIHTC as % of Total Units 100%

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience since 2004 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: South Creek Investments, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience since 2004 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: South Creek Ventures, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Charles Heritage Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Hill Tide Housing Investments, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience since 2004 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: Hill Tide Ventures, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Robert Long Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Daniel Winters Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: South Creek SC, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience since 2004 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: Andrew Schryver Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bellwood Crossing
 Name of Applicant: Bellwood Crossing LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: _____ People Incorporated Housing Group Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Village Estates/Victoria VA	Village Estates VA LLC	N	39	39	7/28/2016	5/3/2017	N
2 Country Estates/Farmville VA	Country Estates VA LLC	N	24	24	12/6/2016	4/7/2017	N
3 Plaza Apartments/Staunton, VA	Plaza Apartments VA LLC	N	36	36	12/6/2016	2/21/2017	N
4 White's Mill Point, Abingdon, VA	White's Mill Point, LP 276-623-9000	Y	32	32	12/31/2006	8/29/2007	
6 Clinchfield Place Dante, VA	Clinchfield Place, LP 276-623-9000	Y Returned	N/A	N/A	N/A	N/A	N/A
8 Sweetbriar Abingdon, VA	Sweetbriar, LP 276-623-9000	Y	20	20	8/31/2009	5/4/2010	N
10 Abingdon Green Abingdon, VA	Abingdon Green, LLC 276-623-9000	Y	32	32	10/6/2009	7/8/2010	N
12 Norton Green Norton, VA	Norton Green, LLC 276-623-9000	Y	40	40	10/13/2009	7/8/2010	N
14 Pulaski Village Pulaski, VA	Pulaski Village, LLC 276-623-9000	Y	44	44	11/30/2009	7/21/2010	N
16 Dante Crossing Dante, VA	Dante Crossing, LLC 276-623-9000	Y	12	12	12/31/2009	7/21/2010	N
18 Jonesville Manor Jonesville, VA	Jonesville Manor, LLC 276-623-9000	Y	40	40	12/20/2010	6/10/2011	N
20 Valley Vista Apartments Woodstock, VA	Valley Vista Apartments, LLC 276-623-9000	Y	85	85	12/20/2010	10/13/2011	N
22 Riverside Place Apts. Damascus, VA	Riverside Place Apartments, LLC 276-623-9000	Y	22	22	12/31/2011	11/29/2012	N
24 Tom's Brook Apartments Tom's Brook, VA	Tom's Brook School Apartments, LLC 276-623-9000	Y	14	14	12/31/2012	8/18/2014	N
26 Clinch View Manor Gate City, VA	Clinch View Manor, LLC 276-623-9000	Y	42	42	12/31/2013	8/6/2014	N
28 Woods Landing/Damascus VA	Woods Landing VA Limited Partnership	N	40	40	9/2/2014	9/24/2014	N
29 Washington Court/Abingdon VA	Washington Court VA Limited Partnership	N	39	39	6/30/2014	9/12/2014	N
30 New River Overlook/Radford VA	New River Overlook VA, LLC	N	40	40	10/29/2014	12/11/2015	N
31 Abingdon Village Apts Abingdon, VA	Abingdon Village Apartments, LLC 276-623-9000	Y	44	44	11/26/2014	10/7/2015	N
33 Spruce Hill Apartments Floyd, VA	Spruce Hill Apartments, LLC 276-623-9000	Y	36	36	12/30/2013	9/18/2014	N
35 West Lance Apartments New Castle, VA	West Lance Apartments, LLC 276-623-9000	Y	34	34	12/30/2013	9/23/2014	N
37 Abingdon Terrace Apts Abingdon, VA	Abingdon Terrace Apartments, L.L.C. 276-623-9000	Y	32	32	12/31/2014	9/3/2015	N
39 East Gate Village Gordonsville, VA	East Gate Village, L.L.C. 276-623-9000	Y	N/A	N/A	N/A	N/A	N/A
40		Returned	Credits				

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development)

1st PAGE

TOTAL: 747 747

LIHTC as % of Total Units 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Luray Meadow Apartments	Luray Meadows, L.L.C.	Y	N/A	N/A			
47	Luray, VA	276-623-9000	Returned	Credits		N/A	N/A	N/A
48	Brunswick Manor Apts.	Brunswick Manor Apartments, L.L.C.	Y	40	40	12/31/2017	9/25/2018	N
49	Lawrenceville, VA	276-623-9000						
50	Essex Manor Apartments	Essex Manor Apartments, L.L.C.	Y	40	40	11/22/2019	TBD	N
51	Tappahannock, VA	276-623-9000						
52	Pennington Gap Apartments	Pennington Gap Apartments, L.L.C.	Y	40	40	11/13/2019	TBD	N
53	Pennington Gap	276-623-9000						
54	Millview Apartments	Millview Apartments, L.L.C.	Y	28	28	TBD	TBD	N
55	Remington, VA	276-623-9000						
56	Culpeper Crossing	Culpeper Crossing, LLC	Y	28	28	TBD	TBD	N
57	Culpeper, VA	276-623-9000						
58	Luray Meadows Apartments	Luray Meadows, L.L.C.	Y	52	52	TBD	TBD	N
59	Luray, VA	276-623-9000						
60	East Gate Village/Gordonsville VA	East Gate Village LLC/276-698-8760	N	24	24	TBD	TBD	N
61	Mountain Laurel Manor II/Staunton, VA	Mountain Laurel Manor VA LLC/276-698-8760	N	48	48	TBD	TBD	N
62	Baileylon Terrace/Greeneville TN	Baileylon Terrace Owner LLC	Y	40	40	TBD	TBD	N
63	Greeneville Landing/Greeneville TN	Greeneville Owner LLC	Y	40	40	TBD	TBD	N
64	Jamesstown Village/Jamesstown TN	Jamesstown Village Owner LLC	Y	40	40	TBD	TBD	N
65	Mountain City Manor/Mountain City TN	Mountain City Manor Owner LLC	Y	40	40	TBD	TBD	N
66	Newport Village/Newport TN	Newport Village Owner LLC	Y	40	40	TBD	TBD	N
67	Tazewell Village/New Tazewell TN	Tazewell Village Owner LLC	Y	44	44	TBD	TBD	N
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2nd PAGE TOTAL: 544 544

GRAND TOTAL: 1,291 1,291

LIHTC as % of 100% Total Unit

E

Site Control
Documentation & Most
Recent Real Estate Tax
Assessment
(MANDATORY)

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made as of this 3rd day of March, 2020, by and between South Creek Development, LLC, a North Carolina limited liability company (the “Assignor”) and Bellwood Crossing LLC, a Virginia limited liability company (the “Assignee”).

WHEREAS, Assignor entered into an Agreement for Purchase of Real Estate dated as of January 24, 2020 (the “Contract”), with The Diamond Group, Inc., a Virginia corporation, as seller (the “Seller”) for the purchase of certain real property located in Chesterfield County, Virginia, commonly known as 8009, 8011, 8031, 8045 and 8075 Jefferson Davis Highway, and described more particularly in the Contract; and

WHEREAS, Assignor formed Assignee, for the purposes of purchasing the property subject to the Contract;

WHEREAS, Assignor now wishes to assign, and Assignee wishes to accept, the assignment of the Contract pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and the Assignee hereby accepts, all right, title, interest and liability under and to the Contract as Purchaser.
2. Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, liabilities and causes of action of any kind pertaining to the Contract which may arise after the date of this Assignment Agreement.
3. The terms of this Assignment Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia.

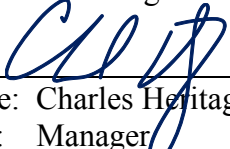
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ASSIGNOR:

South Creek Development, LLC,
a North Carolina limited liability company

By: South Creek Ventures, LLC,
Its Manager

By: 
Name: Charles Heritage
Title: Manager

ASSIGNEE:

Bellwood Crossing LLC,
a Virginia limited liability company

By: Bellwood Crossing MM LLC,
Its Manager

By: 
Charles Heritage,
Manager

AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE OF REAL ESTATE (this "Agreement") is made this 24th day of January (the "Effective Date"), by and between The Diamond Group, Inc., a Virginia corporation ("Seller") and South Creek Development, LLC, a North Carolina limited liability company, or assigns, ("Purchaser"). (The Effective Date being the date on which this Agreement is last executed by Seller or Purchaser, as the case may be, and delivered to the party not so executing this Agreement last, which date shall be filled in in the blank provided at the end of this Agreement.)

RECITALS

A. Seller is the sole legal owner of all that certain lot(s), piece(s) or parcel (s) of land and improvements thereon, located in Richmond, County of Chesterfield, Virginia (the "Locality"), and containing approximately 3.5 acres of land, commonly known as 8001, 8007, 8009, 8011, 8045 and 8075 Jefferson Davis Highway and 2535 Myron Avenue, with the following GPINs: 7916769987, 7916769979, 7926760175, 7926760271, 7926760465, 7926762366 and 7926761487, all as more particularly shown on Exhibit A attached to this Agreement (the "Property").

B. Purchaser desires to use the Property for the development multifamily apartments (the "Intended Purpose" or "Project").

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller solely for the Intended Purpose on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, the Property.

2. Purchase Price. The purchase price for the Property shall be ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000) (the "Purchase Price"). This is a sale in gross, and not by the acre. The Purchase Price shall be payable as follows:

A. THIRTY-TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$32,500) (the "Initial Deposit"), shall be paid by check within ten business days after the Effective Date, to Schell Bray, PLLC, 1500 Renaissance Plaza, 230 North Elm Street, Greensboro, NC 27401, Attn: Christina Freeman Pearsall, email: cpearsall@schellbray.com; Phone: (336) 370-8842 (the "Escrow Agent"), to be held in accordance with this Agreement.

B. THIRTY-TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$32,500) (the "Additional Deposit") shall be paid to the Escrow Agent no later than three (3) business days after the earlier to occur of (i) Purchaser's receipt of 9% low-income housing tax credit reservation documents from Virginia Housing Development Authority ("VHDA"), and (ii) July 30, 2020 (the "VHDA Reservation Date"), if this Agreement has not been terminated. The Initial Deposit and the Additional Deposit together with any interest accrued thereon are hereinafter collectively referred to as the "Deposit".

In the event this Agreement has not been terminated, on May 31, 2020, \$5,000 of the Deposit will be released directly to the Seller and not be refundable to Purchaser except in the

event of Seller's default hereunder. In the event this Agreement has not been terminated, on June 30, 2020, an additional \$5,000 of the Deposit will be released directly to the Seller and not be refundable to Purchaser except in the event of Seller's default hereunder. In the event this Agreement has not been terminated, on July 31, 2020, an additional \$5,000 of the Deposit will be released directly to the Seller and not be refundable to Purchaser except in the event of Seller's default hereunder. Notwithstanding anything herein to the contrary, Purchaser may terminate this Agreement and receive a return of the balance of the Deposit not released to Seller as hereinabove provided upon providing written notice to Seller prior to the expiration of the Feasibility Period (as defined below), as such period may be extended pursuant to Section 3.A below, otherwise the Deposit shall be nonrefundable to Purchaser except in the event of Seller's default hereunder. The Deposit shall be credited against the Purchase Price in the event of Closing.

C. The balance of the Purchase Price shall be paid at Closing, as hereinafter defined, by trust account check, cashier's check or immediately available wire transfer.

D. Escrow Agent shall promptly place the Deposit, into an interest-bearing federally insured deposit account with a state or national bank whose accounts are federally insured. The Escrow Agent shall hold and dispose of the Deposit in accordance with the provisions of this Agreement. All interest accrued on the Deposit shall be applied towards the Purchase Price at Closing.

3. Feasibility Period.

A. For a period commencing on the Effective Date and continuing through March 31, 2020 (the "Feasibility Period"), Purchaser shall have the right to enter the Property, conduct any and all feasibility studies, soil borings and analysis, utility location availability

studies, environmental reports, zoning and land use studies, and any other engineering or environmental studies, title searches, surveys, and other tests, studies or analyses (collectively, the "Tests and Studies"). Seller shall, within five (5) days of the Effective Date, provide Purchaser with copies of any information in Seller's possession or readily available to Seller relating to the Property, including, without limitation, geotechnical evaluations, environmental assessments, site engineering studies, site planning, utility plans, title searches, title policies or title commitments and surveys ("Seller Materials"). The Feasibility Period shall be extended day for day for any delay in Seller's delivery to Purchaser of the Seller Materials. Purchaser shall have the option to extend the Feasibility Period through and including the VHDA Reservation Date by providing written notice to Seller on or before the expiration of the initial Feasibility Period.

B. In the event Closing does not occur hereunder, Purchaser shall restore the Property to substantially the same condition it occupied prior to the Tests and Studies and Purchaser shall hold Seller harmless from and against all loss, costs and expenses suffered by Seller from the entry on the Property of Purchaser, Purchaser's agents, contractors and employees, to conduct the Tests and Studies, excluding, however, any loss sustained by Seller as a result of what the Tests and Studies reveal.

C. If the Purchaser determines, in its sole discretion, that the Property is not suitable for its Intended Purpose, or if Purchaser is unsatisfied for any reason with the results of any Tests and Studies, or Purchaser does not receive a reservation of 9% low-income tax credits from VHDA in the 2020 competitive allocation round, Purchaser may, upon written notice to Seller on or before the expiration of the Feasibility Period (as that date may be extended pursuant to Section 3.A above), terminate this Agreement, in which event the Escrow Agent

shall return the balance of the Deposit not previously released to Seller, together with any interest accrued thereon, and neither Seller nor Purchaser shall have any further obligation to the other under this Agreement, except Purchaser's obligations under Section 3 B.

4. Title and Survey Objections. During the Feasibility Period, Purchaser shall obtain at its sole cost and expense a title commitment and a survey (the "Survey") of the Property. The Survey shall show the number of useable acres as well as the gross acreage in the Property. Purchaser shall, on or before the expiration of the Feasibility Period, deliver copies of the commitment and the Survey to the Seller and inform the Seller in writing (the "Title Objections Notice") as to any survey or title defects or other objections regarding the Property disclosed by the Survey or commitment that the Purchaser is unwilling to accept. Any such matters which Purchaser is willing to accept shall be referred to as "Permitted Exceptions." Within ten (10) days after receiving the Title Objections Notice from Purchaser, Seller shall notify Purchaser of Seller's election (a) to cure such exceptions, in which event Seller shall cure such exceptions promptly and at its expense, or (b) not to cure such exceptions. If the Seller is unable or unwilling to cure such Survey or title defects or objections to Purchaser's satisfaction prior to Closing, then the Purchaser may, at its option, and as its sole remedy, (i) terminate this Agreement by giving the Seller written notice of such termination, (ii) cure such defects or objections at its own expense and proceed to Closing with no reduction in the Purchase Price or (iii) waive such defects and proceed to Closing with no reduction in the Purchase Price. If the Purchaser so elects to terminate this Agreement, the Deposit shall be refunded to the Purchaser, together with all interest earned thereon, and the Seller and Purchaser shall have no further obligations or liabilities to one another hereunder. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all

monetary encumbrances evidenced by deeds of trust, tax liens, judgments, mechanic's liens or other liens or charges in a fixed sum or capable of computation as a fixed sum ("Liquidated Liens"), and Seller authorizes the use of the Purchase Price otherwise payable to Seller at Closing to pay and discharge any Liquidated Liens.

5. Closing.

A. Closing on the purchase of the Property (hereinafter referred to as the "Closing") shall take place on or before October 31, 2020 (the "Closing Date").

B. At Closing, Seller shall convey to Purchaser, by General Warranty Deed with English Covenants of Title, good and marketable fee simple title to the Property free and clear of any and all encumbrances except current taxes and Permitted Exceptions. The deed shall describe the Property according to the Survey. In addition, Seller shall deliver to Purchaser an affidavit of mechanics' lien and possession in the form required by the title company issuing Purchaser's policy of title insurance, a non-foreign affidavit, a Virginia form R-5 or R-5E, IRS Form 1099-S Information Reporting Form, a certificate reaffirming the Seller's covenants and representations contained in Section 7 hereafter, and such other documents as may be required by Purchaser in order to acquire the Property.

6. Conditions of Closing. Purchaser's obligation to proceed to Closing under the terms of this Agreement is expressly conditioned upon satisfaction of the following conditions:

A. The current zoning of the Property shall permit the land use, density, general layout, lot sizes, and all other aspects of the Intended Purpose.

B. Purchaser shall have obtained (on terms and conditions satisfactory to it in its sole discretion) subdivision and/or plan of development approval necessary to permit the development and construction of the Project.

C. There shall be no building, sewer, water or other moratorium affecting the Property or the Project in effect, pending or proposed by any applicable authority.

D. There shall be no litigation, proceeding or investigation pending, or to the knowledge of Purchaser or Seller threatened, which might prevent or adversely affect the construction and operation of improvements on any portion of the Property or which questions the validity of any actions taken or to be taken by Seller or Purchaser hereunder.

E. The Covenants and representations contained in Section 7 hereafter shall be true and correct. Notwithstanding that certain of Seller's covenants and representations may be limited to the extent of Seller's knowledge, the conditions precedent to Purchaser's obligation to consummate settlement set forth in this Subparagraph E. shall not be so limited, and the satisfaction of such conditions shall depend upon the actual correctness on the Closing Date of the matters stated in all such representations and warranties.

The conditions set forth in this Section 6, and elsewhere in this Agreement, are for the sole benefit of Purchaser. If any of the foregoing conditions are not met as of the Closing Date, or such earlier date as is set forth above with respect thereto, or Purchaser shall not have waived in writing the failure of any such condition, then Purchaser, at its sole option, may terminate its obligations under this Agreement, and receive a refund of the Deposit, together with all interest accrued thereon, and neither Seller nor Purchaser shall have any further obligations hereunder. Notwithstanding the foregoing to the contrary, in the event that either or both the conditions precedent described in Section 6.A or 6.B above are not satisfied by the Closing Date (October 31, 2020), Seller shall have the right to terminate this Agreement, whereupon the Deposit shall be delivered to Seller.

7. Covenants and Representations. Seller represents and warrants to Purchaser the following, as of the date of this Agreement, and by appropriate certificate delivered at Closing, will represent as of the date of Closing:

- A. Seller has good and marketable fee simple title to the Property.
- B. There are no tenancies or parties with any rights of possession with respect to the Property.
- C. Seller shall ensure the Property is free of any and all equipment, boats, debris or other personal property prior to Closing.
- D. That to Seller's knowledge, there are no proceedings pending or threatened, against or relating to the Property including, without limitation, any proceedings relating to condemnation or the exercise of the rights of eminent domain as to any part of the Property or purchase in lieu thereof or for the limiting or denying of any right of access thereto.
- E. Seller has no knowledge of any special assessments against the Property or any planned public improvements, which may result in a special assessment against Property.
- F. This Agreement has been duly executed and delivered by Seller. The execution of this Agreement and the Closing hereunder will not violate or contravene any law, order, decree, rule, regulation, covenant or agreement to which Seller is subject.
- G. Seller (a) has not filed a petition for relief as to Seller as debtor or bankrupt under the Bankruptcy Code of 1978 or like provision of law of any jurisdiction; (b) is not insolvent as finally determined by a court proceeding; and (c) has not filed a petition or application to accomplish the same or for the appointment of a receiver or a trustee for Seller or a substantial part of its assets. No proceedings relating to Seller have been commenced, either by Seller or by another, under any other reorganization, arrangement, insolvency, adjustment of debt

or liquidation law of any jurisdiction. No attachment, execution, assignment for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy against Seller or the Property has been contemplated, threatened or initiated.

H. All utilities are available to the Property.

I. Except as otherwise noted in the Phase 1 report dated April 18, 2018, by Geo-Technology Associates, Inc, , a copy of which previously has been provided to Purchaser, Seller represents that to its knowledge, (i) no , asbestos, items containing PCBs, tires, batteries, solid waste, or toxic or hazardous materials or substances, as defined in applicable state or federal law (collectively, "Hazardous Waste") are present upon or in the Property, (ii) there has been no release, discharge, storage, generation, treatment or disposal of any Hazardous Waste upon or in the Property, (iii) no property adjoining the Property has been used as landfill, nor has there been any release, discharge, storage, generation, treatment or disposal of any Hazardous Waste or petroleum product on any adjoining property, (iv) the Property and all improvements and operations presently thereon are in compliance with all applicable Federal, State and Local laws, regulations and rules, (v) the Property contains no remains or improvements of archeological or historic significance, or graveyards.

Except as otherwise warranted herein, Purchaser shall accept the Property in "AS IS" condition at Closing.

9. Expenses, Taxes and Closing Costs. All real estate taxes shall be prorated as of the date of Closing. Seller shall pay for any roll back taxes, the recording tax imposed upon grantors as to the deed, the cost of preparation of the deed, the brokerage commission due as set forth herein, if any, and Seller's attorney's fees. Purchaser shall pay all other Expenses and Closing costs, including, without limitation, costs relating to the Rezoning, subdivision and/or

plan of development approvals, the cost of recordation of the deed, any deed of trust, the cost of the Survey, the cost of a title commitment and owner's and lender's title insurance policies and fees, and expenses of its attorneys.

10. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Closing shall be on the Seller. If such loss or damage, in the sole opinion of Purchaser, materially and adversely affects the Intended Use of the Property as of Closing, Purchaser shall be entitled to terminate this Agreement and have the Deposit refunded, together with any interest accrued thereon, and the parties hereto shall have no further obligations or liabilities to one another hereunder.

11. Condemnation. If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property intended to be acquired at Closing, or sale occurs in lieu thereof, the Purchaser shall be entitled to elect either to (i) terminate this Agreement or (ii) proceed to Closing, in which event, all proceeds, awards or other payments arising from any such taking or sale shall be paid to Purchaser, without any adjustment of the Purchase Price at Settlement. If the Purchaser elects to terminate this Agreement, the Deposit, together with any interest accrued thereon, shall be refunded to the Purchaser and neither Seller nor Purchaser shall have any further obligations or liabilities to one another hereunder.

12. Default.

A. Seller's Default. If the transaction contemplated hereunder shall fail to close because Seller remains in breach of or if Seller defaults under any material covenant of Seller contained in this Agreement and such default continues for a period of thirty (30) days after receipt of written notice of same from Purchaser, Purchaser's sole and exclusive remedies

shall be (a) to terminate this Agreement and be released from its obligation to purchase the Property from Seller, and receive a refund of the Deposit and the right to recover from Seller all of Purchaser's reasonable and actual due diligence expenditures incurred in connection with the Purchaser's review of the Property, and all of Purchaser's costs and expense related to Purchaser's efforts to obtain a reservation of 9% low-income housing tax credits in an amount not to exceed \$20,000.00; or (b) to elect the remedy of specific performance of Seller's covenant which is in default, with no abatement of the Purchase Price, except as expressly provided to the contrary in this Agreement.

B. Purchaser's Default. Seller and Purchaser agree that in the event of a default by Purchaser under this Agreement, the damages suffered by Seller will be difficult to ascertain, and that, in the event of a default by Purchaser, Seller's sole and exclusive remedy shall be to obtain from the Escrow Agent the Deposit, together with any interest accrued thereon, as liquidated damages, and Seller hereby specifically waives the right (i) to seek specific performance of this Agreement by Purchaser, and (ii) to sue Purchaser for monetary damages resulting from Purchaser's default under this Agreement. Notwithstanding the foregoing, Purchaser shall not be deemed in default hereunder unless Purchaser shall have been given written notice by Seller of such default and failed to cure such default within thirty (30) days after receipt of such notice.

13. Wetlands. In the event any wetlands study determines that any material portion of the Property are wetlands, Purchaser may elect to terminate this Agreement by providing written notice of such election to the other party within fifteen (15) days of receipt of the wetlands study, in which case the Deposit, together with all interest thereon, shall be returned to Seller and neither Seller nor Purchaser shall have any further obligations under this Agreement.

14. Assignability. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Purchaser. Purchaser may assign this Agreement without the consent of Seller, but no assignment of the Agreement shall release Purchaser from its obligations hereunder, notwithstanding any such assignment.

15. Agents and Brokers. Seller and Purchaser each represent and warrant that it did not deal or consult with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby, other than Ben Bruni of Commonwealth Commercial who is the agent of the Seller, and Chris Jenkins and Randy Cosby of Commonwealth Commercial, who is the agent of Purchaser (whether one or more, the "Brokers"), and who will be compensated solely by the Seller, if and when Closing occurs hereunder at a rate of Six percent (6%) of the Purchase Price, to be split 3% to Seller's brokers and 3% to Purchaser's brokers, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the foregoing representations and warranties.

16. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by messenger at the address of the intended recipient, sent postage prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in United States First Class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Section. Any such notice, request or demand so

given shall be deemed given on the date as delivered by messenger at the specified address, or on the day of deposit, with a guaranteed overnight delivery service or in the United States mail, as the case may be:

To Purchaser: South Creek Development, LLC
669 Marina Drive
Charleston, SC 29492
Attention: Charlie Heritage

With a Copy to: Williams Mullen
200 South 10th Street, 16th Floor
Richmond, VA 23219
Attention: Allison T. Domson

To Seller: The Diamond Group, Inc.
c/o Wayne T. Hazzard

With a Copy: Johnson & Johnson
P. O. Drawer 100
Rockville, Va. 23146
Attn: Grayson S. Johnson

18. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties.

19. Headings. Headings used in this Agreement are used for convenience only and shall not be considered when construing this Agreement.

20. Possession. Possession of the Property shall be delivered as of the date of Closing, free and clear of any tenancies.

21. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

22. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

23. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. Acceptance. This Agreement shall remain in effect until 12:00 noon _____, _____. If not signed by Seller and returned to Purchaser by that time, it shall be deemed null and void.

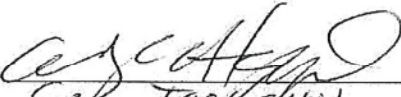
[Signature Page Follows]

WITNESS the following signatures:

SELLER:

THE DIAMOND GROUP, INC.

Date: 1-27-20

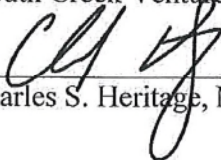
By: 
Its: Sel. Taekseu

PURCHASER:

SOUTH CREEK DEVELOPMENT, LLC

Date: 1/24/2020

By: South Creek Ventures, LLC, Manager

By: 
Charles S. Heritage, Manager

Receipt of check representing the Initial Deposit from Purchaser is hereby acknowledged.

Schell Bray PLLC, as Escrow Agent

By: Christina Inez Pearl DATE: 1/29/2020
Its: Attorney

EFFECTIVE DATE OF CONTRACT: January 27, 2020

Exhibit A
(Description of Property)

See attached

SCHEDULE A

File Number: C07-268

Policy Number: C34-0047659

The Land referred to in this policy is described as follows:

PARCEL I:

All those certain lots or parcels of land lying and being in Bermuda District, Chesterfield County, with all the improvements thereon, known and designated as Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12, in Square C on the plan of Bellwood Addition, a plat of which is recorded in the Clerk's Office, Chesterfield Circuit Court in Plat Book 3, Page 188, to which plat reference is hereby made for a more particular description of said real estate.

PARCEL II:

All of those certain lots of land, situated in the County of Chesterfield, State of Virginia, Magisterial District of Bermuda, the same being designated on a certain plat of that certain tract of land formerly belonging to Jon. P. Branch and F.W. Scott and known as Bellwood Addition and described as follows:

Near the Town of Richmond and being Lot Numbers Seven (7) and Eight (8) in Block C, reference to which plat made by J.C. Brady, Engineer, which said plat or map is recorded in Clerk's Office, Circuit Court of Chesterfield County Book Number 3, at Page 188, is here made for a more perfect and complete description by metes and bounds.

PARCEL III:

All those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereto belonging, lying and being in Chesterfield County, Virginia, designated as Lots 26 and 27, in Block C, on plat of Bellwood Addition, made by J.C. Brady, Engineer of record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 3, Page 188, to which reference is hereby made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to The Diamond Group, Inc., a Virginia corporation by deed from VBF, LLC, a Virginia limited liability company, dated January 31, 2008, recorded February 1, 2008 in Deed Book 8175, at Page 0046 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Deed of Trust was corrected and re-recorded February 21, 2008 in Deed Book 8197, page 0632.

04/08/2008 02:47 PM Mandy

Exhibit A

Schedule A

The following addresses and GPIN #s are included in the development of Bellwood Crossing
Parcel I consists of the following properties:

<u>Addresses</u>	<u>GPIN</u>
8075 Jefferson Davis Hwy., Richmond, VA 23237	7926762366
8045 Jefferson Davis Hwy., Richmond, VA 23237	7926760465
8011 Jefferson Davis Hwy., Richmond, VA 23237	7926760271
8009 Jefferson Davis Hwy., Richmond, VA 23237	7926760175
8007 Jefferson Davis Hwy., Richmond, VA 23237	7916769979

Parcel II consists of the following property:

<u>Addresses</u>	<u>GPIN</u>
8001 Jefferson Davis Hwy., Richmond, VA 23237	7916769987

Parcel III consists of the following property:

<u>Addresses</u>	<u>GPIN</u>
2535 Myron Ave., Richmond, VA 23237	7926761487



8075 JEFFERSON DAVIS HWY

Parcel ID: 792676236600000
 Real Estate Account: 333671001
 Tax Account: 115815

Overview

2020 Assessment	Last Sale (02/21/2008)
\$197,600.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 792676236600000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADD L 1&2&9THU12 BK C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$363,444.00	03/26/1986	0	1760	1710	0	0	0	0
NORFLEET EVELYN W	\$17,500.00	11/08/1961	0	665	255	0	0	0	0

Residential Buildings

i No residential buildings available

Commercial Buildings

i No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Not Available	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Not Available	Electricity: Not Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

Always contact the Chesterfield County Planning Department (call 804-748-1050, email: planning@chesterfield.gov, or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.



8045 JEFFERSON DAVIS HWY

Parcel ID: 792676046500000
 Real Estate Account: 333671001
 Tax Account: 115809

Overview

2020 Assessment	Last Sale (02/21/2008)
\$40,900.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 792676046500000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADD L 3&PT4 BK C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$363,444.00	03/26/1986	0	1760	1710	0	0	0	0
NORFLEET EVELYN W	\$17,000.00	11/08/1961	0	665	255	0	0	0	0

Residential Buildings

i No residential buildings available

Commercial Buildings

i No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Not Available	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Not Available	Electricity: Not Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

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8011 JEFFERSON DAVIS HWY

Parcel ID: 792676027100000
 Real Estate Account: 333671001
 Tax Account: 115808

Overview

2020 Assessment	Last Sale (02/21/2008)
\$24,800.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 792676027100000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADD L PT 4 BK C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$363,444.00	03/26/1986	0	1760	1710	0	0	0	0
NORFLEET EVELYN W	\$10,500.00	09/12/1955	0	479	523	0	0	0	0

Residential Buildings

No residential buildings available

Commercial Buildings

No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Connected	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Connected	Electricity: Not Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

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8009 JEFFERSON DAVIS HWY

Parcel ID: 792676017500000
 Real Estate Account: 333671001
 Tax Account: 115807

Overview

2020 Assessment	Last Sale (02/21/2008)
\$353,800.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 792676017500000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADD L 5 BK C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$363,444.00	03/26/1986	0	1760	1710	0	0	0	0
NORFLEET, ROBERT J & JOYCE W	\$363,444.00	03/26/1986	0	1760	1710	0	0	0	0
NORFLEET EVELYN W	\$0.00	09/12/1955	0	479	523	0	0	0	0

Residential Buildings

i No residential buildings available

Commercial Buildings

Building 1
Use: RETAIL STORE
Year Built: 1956

 Segments

A

Story Height: 12 ft	Occupancy: RETAIL STORE	Class: MASONARY & STEEL WALLS
Sprinkler Area: 0 ft ²	Year Added: 1956	Year Remodeled: 0
Floor: PARQUET	Perimeter: 232 ft	Foundation: CONCRETE SLAB
Elevator: N	Roof: COMPOSITION SHINGLE	Heating: WARMED & COOLED AIR
Interior: PANELED	Story:	Exterior Finish:
Dimensions:	Area:	

 Dimensions

Segment	Story	Exterior Finish	Dimensions	Area
A	1 STORY	CONCRETE BLOCK		5500 ft ²

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Connected	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Connected	Electricity: Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

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8007 JEFFERSON DAVIS HWY

Parcel ID: 791676997900000
 Real Estate Account: 333671001
 Tax Account: 114145

Overview

2020 Assessment	Last Sale (02/21/2008)
\$33,100.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 791676997900000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADD L 6 BK C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$362,444.00	03/26/1986	0	1760	1710	0	0	0	0
NORFLEET EVELYN W	\$0.00	09/12/1955	0	479	523	0	0	0	0

Residential Buildings

No residential buildings available

Commercial Buildings

No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Not Available	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Not Available	Electricity: Not Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

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8001 JEFFERSON DAVIS HWY

Parcel ID: 791676998700000
 Real Estate Account: 333671001
 Tax Account: 114146

Overview

2020 Assessment	Last Sale (02/21/2008)
\$67,000.00	\$0.00*
	* Number of lots: 7
Property Info	Owner
Parcel ID: 791676998700000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADD L 7 & 8 BK C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$0.00	11/27/1985	0	1741	760	0	0	0	0
NORFLEET BOBBY	\$0.00	10/13/1978	0	1351	853	0	0	0	0

Residential Buildings

i No residential buildings available

Commercial Buildings

i No commercial buildings available

Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Connected	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Connected	Electricity: Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

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2535 MYRON AVE

Parcel ID: 792676148700000
 Real Estate Account: 333671001
 Tax Account: 115813

Overview

2020 Assessment	Last Sale (02/21/2008)
\$81,400.00	\$0.00*
	<i>* Number of lots: 7</i>
Property Info	Owner
Parcel ID: 792676148700000	THE DIAMOND GROUP INC
Real Estate Account: 333671001	11237 TWO POND LN
Property Class: COMMERCIAL	GLEN ALLEN, VA 23059
Magisterial District: BERMUDA	COMMERCIAL
Subdivision: BELLWOOD ADDITION	
Deeded Acreage: N/A	
Legal Description	
BELLWOOD ADDITION L 26 & 27 C	

Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
THE DIAMOND GROUP INC	\$0.00	02/21/2008	7	8197	624	0	0	0	0
THE DIAMOND GROUP INC	\$745,000.00	02/01/2008	6	8175	42	0	0	0	0
VBF L L C	\$650,000.00	04/18/2002	7	4493	333	0	0	0	0
NORFLEET ROBERT J & JOYCE W	\$0.00	04/18/2002	1	4493	331	0	0	0	0
NORFLEET R J & J W & ET ALS	\$0.00	04/18/2002	1	4493	329	0	0	0	0
NORFLEET R J & J W & ET ALS	\$30,000.00	11/08/1985	1	1738	110	0	0	0	0
NORFLEET EVELYN W	\$1,800.00	07/01/1959	0	590	441	0	0	0	0

Residential Buildings

Building 1 - 1 STORY TRADITIONAL (DUPLEX)			
9 room(s) 4 bedroom(s) 2 bathroom(s) 0 half bath(s) 2255 ft ² 0 ft ² unfinished			
NO BASEMENT			
General Description	Building History	Construction Details	Heating/Cooling

Use: DUPLEX	Year Built: 1925	Foundation: CONCRETE	Heating: OIL HOT AIR
Stories: 1 STORY	Year Added: 0	SLAB	Air Conditioning: 1 unit(s)
Style: TRADITIONAL	Year Remodeled: 0	Exterior: VINYL SIDING	Chimneys: NONE
Construction: WOOD	Percent Complete: 100%	Roof: METAL	
FRAME		Dormers: NONE	
Lower Level: NO LOWER		Interior: DRY WALL	
LEVEL		Floor: HARDWOOD	

Dimensions

Segment	Story	Exterior Finish	Dimensions	Area
A	1 STORY	ASBESTOS SHINGLE	61N5E5N9E5S7E4S19E50SB22W7S18W	2255 ft ²
B	OPEN PORCH	NOT APPLICABLE	7S22W7N22E	154 ft ²

Commercial Buildings



No commercial buildings available


Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

Land

Details	Water	Utilities	Streets
Deeded Acreage: N/A	County Water: Not Available	Gas: Not Available	Paved Streets: Available
Flood Plain: 0%	County Sewer: Not Available	Electricity: Connected	Storm Drains: Not Available
Easement: 0%	Well: Not Available		Curbing: Not Available
	Septic: Connected		


Always contact the Chesterfield County Utilities Department (call 804-748-1271, email:

-  utilities@chesterfield.gov, or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

Zoning

C5-GENERAL BUS. DISTRICT

Always contact the Chesterfield County Planning Department (call 804-748-1050, email

-  planning@chesterfield.gov, or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.

Real Estate Assessment Data

v.2.1

F

Third-Party RESNET
Rater Certification
(MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

***Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).

In addition provide HERS rating documentation as specified in the manual

X New Construction - EnergyStar Certification
The development's design meets the criteria for the EnergyStar certification.
Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to VHDA.

Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Adaptive Reuse - Must evidence a HERS Index of 95 or better.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to VHDA of energy performance.

Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to VHDA.

TRUE Earthcraft Certification - The development's design meets the criteria to obtain Viridiant's EarthCraft Multifamily program Gold certification or higher

FALSE LEED Certification - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

FALSE National Green Building Standard (NGBS) - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

FALSE Enterprise Green Communities - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

***Please Note Raters must have completed 500+ ratings in order to certify this form

Signed: [Signature]

Date: 3/9/20

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 / sean.evensen-shanley@viridiant.org

Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: B26XerVd

HERS® Index Score:

61

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$932

*Relative to an average U.S. home

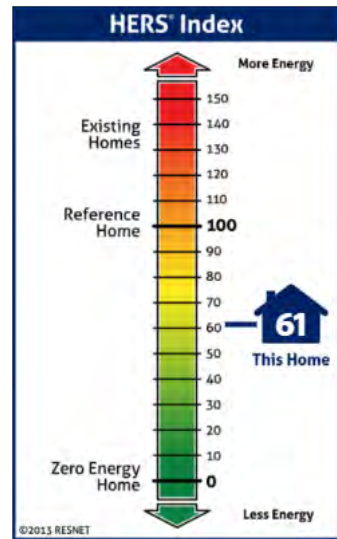
Home:
8075 Jefferson Davis Blvd
richmond, VA 23237

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	6.8
Cooling	1.9
Hot Water	7.0
Lights/Appliances	15.0
Service Charges	
Generation (e.g. Solar)	0.0
Total:	30.6

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,200 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	60 CFM @ 25Pa (5 / 100 s.f.)
Above Grade Walls:	R-15
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Stacey Smith

Stacey Smith, Certified Energy Rater
Digitally signed: 3/9/20 at 3:19 PM

G

Zoning Certification Letter
(MANDATORY)



**Chesterfield County, Virginia
Department of Planning**

9800 Government Center Parkway – P.O. Box 40 – Chesterfield, VA 23832-0040
Phone: (804) 748-1050 – Fax: (804) 717-6295 – Internet: chesterfield.gov

ANDREW G. GILLIES, AICP
Director

Zoning Certification

DATE: March 5, 2020

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development: Bellwood Crossing

Name of Owner/Applicant: Bellwood Crossing LLC

Name of Seller/Current Owner: The Diamond Group, Inc

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for credits available under VHDA's Qualified Allocation Plan.

DEVELOPMENT DESCRIPTION:

Development Address:
8075 Jefferson Davis Highway, Richmond, VA 23237

Legal Description:
Please see attached Schedule A.

Proposed Improvements:

- New Construction: 92 # Units 2 # Buildings 121,562 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ # Units _____ # Buildings _____ Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: C-3 allowing a density of
a minimum of 15 units per acre, and the following other applicable conditions:

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.



Signature

Greg E. Allen

Digitally signed by Greg E. Allen
DN: cn=Greg E. Allen, o=Cherokee Planning Department, ou=emh-ellen@cherokeeplanning.com, c=US
Date: 2020.03.05 16:06:05-0500

Printed Name

Planning Manager

Title of Local Official or Civil Engineer

804-218-6321

Phone:

March 5, 2020

Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

SCHEDULE A

File Number: C07-268

Policy Number: C34-0047659

The Land referred to in this policy is described as follows:

PARCEL I:

All those certain lots or parcels of land lying and being in Bermuda District, Chesterfield County, with all the improvements thereon, known and designated as Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12, in Square C on the plan of Bellwood Addition, a plat of which is recorded in the Clerk's Office, Chesterfield Circuit Court in Plat Book 3, Page 188, to which plat reference is hereby made for a more particular description of said real estate.

PARCEL II:

All of those certain lots of land, situated in the County of Chesterfield, State of Virginia, Magisterial District of Bermuda, the same being designated on a certain plat of that certain tract of land formerly belonging to Jon. P. Branch and F.W. Scott and known as Bellwood Addition and described as follows:

Near the Town of Richmond and being Lot Numbers Seven (7) and Eight (8) in Block C, reference to which plat made by J.C. Brady, Engineer, which said plat or map is recorded in Clerk's Office, Circuit Court of Chesterfield County Book Number 3, at Page 188, is here made for a more perfect and complete description by metes and bounds.

PARCEL III:

All those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereto belonging, lying and being in Chesterfield County, Virginia, designated as Lots 26 and 27, in Block C, on plat of Bellwood Addition, made by J.C. Brady, Engineer of record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 3, Page 188, to which reference is hereby made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to The Diamond Group, Inc., a Virginia corporation by deed from VBF, LLC, a Virginia limited liability company, dated January 31, 2008, recorded February 1, 2008 in Deed Book 8175, at Page 0046 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Deed of Trust was corrected and re-recorded February 21, 2008 in Deed Book 8197, page 0632.

04/08/2008 02:47 PM Mandy

Exhibit A

Schedule A

The following addresses and GPIN #s are included in the development of Bellwood Crossing
Parcel I consists of the following properties:

<u>Addresses</u>	<u>GPIN</u>
8075 Jefferson Davis Hwy., Richmond, VA 23237	7926762366
8045 Jefferson Davis Hwy., Richmond, VA 23237	7926760465
8011 Jefferson Davis Hwy., Richmond, VA 23237	7926760271
8009 Jefferson Davis Hwy., Richmond, VA 23237	7926760175
8007 Jefferson Davis Hwy., Richmond, VA 23237	7916769979

Parcel II consists of the following property:

<u>Addresses</u>	<u>GPIN</u>
8001 Jefferson Davis Hwy., Richmond, VA 23237	7916769987

Parcel III consists of the following property:

<u>Addresses</u>	<u>GPIN</u>
2535 Myron Ave., Richmond, VA 23237	7926761487

H

Attorney's Opinion
(MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

March 11, 2020

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220

RE: 2020 Tax Credit Reservation Request

Name of Development: Bellwood Crossing
Name of Owner: Bellwood Crossing LLC

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 11, 2020 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

WILLIAMS MULLEN

March 11, 2020
Page 2

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

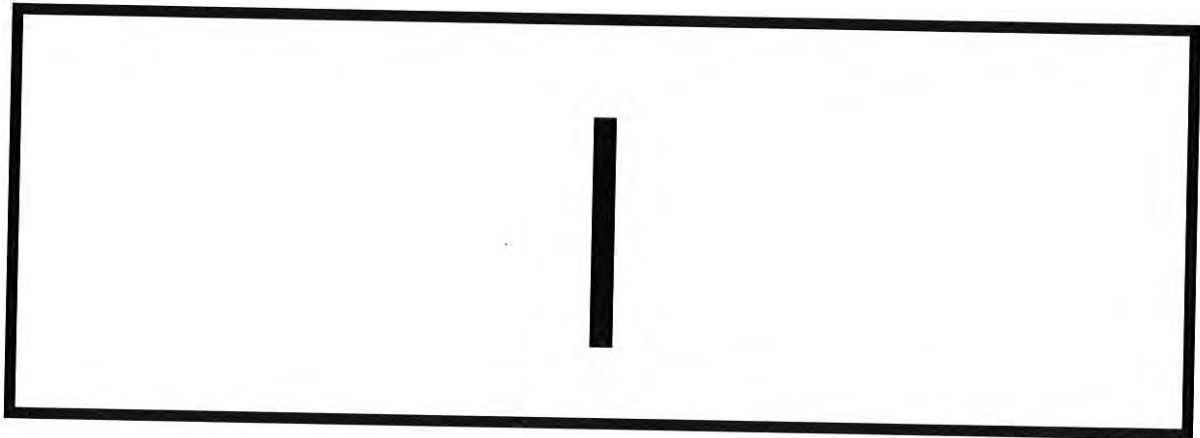
WILLIAMS MULLEN, A Professional Corporation



By: _____

Allison T. Domson

Its: Shareholder



Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the non-profit pool established under the Plan and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

1. General Information

- a. Name of development: Bellwood Crossing
- b. Name of owner/applicant: Bellwood Crossing LLC
- c. Name of non-profit entity: People Incorporated Housing Group
- d. Address of principal place of business of non-profit entity:
1173 W Main Street Abingdon, VA 24210

Indicate funding sources and amount used to pay for office space:
Each program run by People Incorporated pays a pro-rated share of office space from their own funding source.

- e. Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); 02/22/2002
evidenced by the following documentation: State Corporate Commission letter available upon request.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
06/29/2003
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
The purpose of the corporation is affordable community housing development and improvement for low-to moderate-income families
- i. Expected life (in years) of non-profit:
Perpetual

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
To continue to provide affordable community housing to low-and moderate-income households.

- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
220 How many part time, paid staff members? 40

Describe the duties of all staff members:

Available upon request.

- l. Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes No If yes, explain in detail: People Incorporated of Virginia shares staff with and is the sole member of its affiliate People Incorporated Financial Services, a CDFI.

- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?
People Incorporated has approximately 1,041 volunteers; its affiliates none.

- n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development
People Incorporated of Virginia provides services through over 30 unique programs to low-and moderate-income individuals and families. These programs are funded through a variety of sources including state, federal, local, and private grants. (Audit available upon request.)

- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:
See attached board list.

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
People Incorporated Housing Group was formed in 2002 to become a Community Housing Development Organization (CHDO) to provide affordable community housing to low-and moderate-income households.

Non-profit Questionnaire, cont'd

- b. Is the non-profit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

Yes No If yes, explain in detail:

- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the non-profit?

Yes No If yes, explain:

- d. Does any for-profit organization or local housing authority have the right to make such appointments?

Yes No If yes, explain:

- e. Does any for profit organization or local housing authority have any other affiliation with the non-profit or have any other relationship with the non-profit in which it exercises or has the right to exercise any other type of control?

Yes No, If yes, explain:

- f. Was the non-profit formed by any individual(s) or for profit entity for the principal purpose of being included in the non-profit Pool or receiving points for non-profit participation under the Plan?

Yes No

- g. Explain in detail the past experience of the non-profit including, if applicable, the past experience of any other related non-profit of which the non-profit is a subsidiary or to which the non-profit is otherwise related (by shared directors, staff, etc.):

People Incorporated of Virginia provides services through over 30 programs to low-and moderate-income individuals and families. Many of these programs are offered through the agency's subsidiaries: People Incorporated Housing Group, a CHDO, and People Incorporated Financial Services, a CDFI. An annual report is available upon request

- h. If you included in your answer to the previous question information concerning any related non-profit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

People Incorporated of Virginia was formed on August 11, 1964 and 501(c)(3) status was received on November 19, 1965.

People Incorporated Financial Services was formed on March 31, 2000 and 501(c)(3) status was received on November 25, 2002

The expected lives of both agencies are perpetual. People Incorporated of Virginia is the sole member of both agencies.

3. Non-profit Involvement

Non-profit Questionnaire, cont'd

- a. Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

Yes No

(i) Will the non-profit own at least 10% of the general partnership/owning entity?

Yes No

(ii) Will the non-profit own 100% of the general partnership interest/owning entity?

Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

People Incorporated Housing Group is a 10% Member of the Managing Member.

- b. (i) Will the non-profit be the managing member or managing general partner?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? Yes No

- c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

Recordable agreement attached to the Tax Credit Application as TAB V

If no at the end of the compliance period explain how the disposition of the assets will be structured:

People Incorporated will have the right of first refusal.

- d. Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

Yes No If yes,

(i) Describe the nature and extent of the non-profit's proposed involvement in the construction or rehabilitation of the Development:

People Incorporated will have the right of first refusal.

(ii) Describe the nature and extent of the non-profit's involvement in the operation or

Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):
People Incorporated will have the right of first refusal.

- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture? Yes No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:
-
-
-

- e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

Andy Schryver of South Creek Development, LLC contacted Churchill Stateside Group about the project. Churchill reached out to People Incorporated about the project.

- f. List all general partners/managing members of the Owner of the Development (one must be the non-profit) and the relative percentages of their interests:

South Creek Investments II, LLC - 64%
Generation Housing Development LLC - 26%
People Incorporated Housing Group - 10%

- g. If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

People Incorporated Housing Group's participation is limited to the Right of First Refusal.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? Yes No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

South Creek Development is the developer of the project

- (ii) Explain how this relationship was established. For example, did the non-profit solicit proposals from several for-profits? Did the for-profit contact the non-profit and offer the services?

Andy Schryver of South Creek Development, LLC contacted Churchill Stateside Group about the project. Churchill reached out to People Incorporated about the project.

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

Non-profit Questionnaire, cont'd

or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

People Incorporated Housing Group will be entitled to 5% of each payment of Development Fee with a minimum of \$50,000 paid at initial closing.

j. Will any portion of the developer's fee which the non-profit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner? Yes No If yes, explain in detail the amount and timing of such payments.

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow? Yes No If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity? Yes No If yes, explain:

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

None

n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits:

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No

b. Define the non-profit's geographic target area or population to be served:

VA counties of Lee, Wise, Scott, Dickenson, Buchanan, Russell, Washington, Tazewell, Smyth, Grayson, Wythe, Bland, Pulaski, Carroll, Patrick, Floyd, Montgomery, Roanoke, Franklin, Bedford, Botetourt, Alleghany, Shenandoah, Frederick, Clarke, Warren, Page, Rappahannock, Fauquier, Loudon, Culpeper, and Prince William; VA cities of Bristol, Manassas, and Manassas Park

c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?
 Yes No If yes, or no, explain nature, extent and duration of any service:

d. Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? Yes No If yes, explain:

Article VI of People Incorporated Housing Group's bylaws. Bylaws available upon request.

e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?

Yes No

f. Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

Yes No If yes, explain:

g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

h. Are at least 33% of the members of the board of directors representatives of the community being served? Yes No If yes,

(i) low-income residents of the community? Yes No

Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations? Yes No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:
-
-
- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:
CSBG funds are awarded annually.
-
-
- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:
-
-
- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
People Incorporated Housing Group has a Right of First Refusal with HEGM Corporation & Surber Development and Consulting LLC
See the attached property list.
-
-
- o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).
See attached development list.
-
-
- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No If yes, explain:
-
-

Non-profit Questionnaire, cont'd

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? Yes No If yes, explain:
See attached list.

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? Yes No If yes, explain the plan:

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3/11/2020
Date

Bellwood Crossing LLC
Owner/Applicant
By: [Signature]
Its: **Manager**
Title

03/10/2020
Date

People Incorporated Housing Group
Non-profit
By: [Signature]
Board Chairman

Non-profit Questionnaire, cont'd

By:  _____
Executive Director

Board Members
People Incorporated Housing Group
2020-2021

David McCracken - Chair

518 S. Monte Vista Drive, #6
Glade Spring, VA 24340
Cell: 276-356-1856
Phone: 276.429.5480
dmac1960@embarqmail.com

Billy Taylor-Vice-Chair

837 Portsmouth Ave., Apt. A15
Bristol, VA 24201
cell: 757.235.3911
email: BillyPaulTaylor@gmail.com

Tony Hooper

87 Dennison St.
Fredericksburg, VA 22406
540.373.1047
email: NThooper@gmail.com

Phil McCall-Treasurer

24597 Walden Rd
Abingdon, VA 24210
Home: 276628-4536
Cell: 276-698-8040
email: pmccall@washcova.com

John Ayers

115 Lou Jake Lane
Edinburg, VA 22824
john.ayers20@gmail.com
Cell: 540-335-2416
Home: 540-984-8357

Walter Mahala

26101 Old Saltworks Rd
Abingdon, VA 24210
423.727.7387
276.685.9036 cell
Kathy (wife – CVS Pharmacy – 628.8119)

Winona Fleenor

Virginia Highlands Community College
P. O. Box 828
Abingdon, VA 24212
(276) 739-2493
wfleenor@vhcc.edu

Chris Shortridge

(1025 Maple Street)
P. O. Box 288
Grundy, VA 24614
276.935.8437
276.935.4286
Email: cjproperties@verizon.net
Cell: 276.701.0112

Tommy Burris-Secretary

1235 West State St., Unit #12
Bristol, VA 24201
Cell: 276.494.1794
Email: mickeyPTS2012@yahoo.com
Email: mickeypts20@yahoo.com

Jan Selbo

178 Main St.
Warrenton, VA 20186
540.229.2036 cell
540.229.2742 Keith's
540.341.0036 home
jselbo@gmail.com

Development Name	Location	Date of Application	Non-Profit's role	Ownership Status	Name of JV	Name of GC	MGMT entity	Current Status
Village Estates	Victoria, VA	2014	10% Member and ROFR	SAME	HEGM: Gary D. Ellis, Timothy Gunderman, Melvin B. Melton	WB Properties	GEM	PIS
Country Estates	Farmville, VA	2014	10% Member and ROFR	SAME	HEGM: Gary D. Ellis, Timothy Gunderman, Melvin B. Melton	WB Properties	GEM	PIS
Plaza Apartments	Dublin, VA	2014	10% Member and ROFR	SAME	HEGM: Gary D. Ellis, Timothy Gunderman, Melvin B. Melton	WB Properties	GEM	PIS
Woods Landing	Damascus, VA	2014	10% Member and ROFR	SAME	HEGM: Gary D. Ellis, Timothy Gunderman, Melvin B. Melton	WB Properties	GEM	PIS
Washington Court	Abingdon, VA	2012	10% Member and ROFR	SAME	HEGM: Gary D. Ellis, Timothy Gunderman, Melvin B. Melton	WB Properties	GEM	PIS
New River Overlook	Radford, VA	2013	10% Member and ROFR	SAME	HEGM: Gary D. Ellis, Timothy Gunderman, Melvin B. Melton	WB Properties	GEM	PIS
East Gate Village	Gordonsville, VA	2018	10% Member and ROFR	SAME	Surber Development and Consulting LLC; Jennifer E. H. Surber	Peacock Holland	GEM	under construction
Mountain Laurel Manor II	Staunton, VA	2018	10% Member and ROFR	SAME	Surber Development and Consulting LLC; Jennifer E. H. Surber	WB Properties	GEM	under construction

People Incorporated

List and Status of LIHTC Developments

<u>Project Name</u>	<u>Owner Entity</u>	<u>GP/MM/Developer</u>	<u>Location</u>	<u>Date of Application</u>	<u>Current Status</u>
Deskins Apartments	Buchanan County Housing Limited Partnership	Deskins Apartments, LP/People Incorporated of Southwest Virginia	Vansant	March 13, 1998	Operational/Compliance
White's Mill Point Abingdon Green	White's Mill Point, LP Abingdon Green, LP	Mill Point Apartments, Inc./People Incorporated of Southwest Virginia People Inc. Housing Group Dante Crossing Apartments Management, Inc./Southwest Virginia Housing Corp	Abingdon Abingdon	March 2004 March 9, 2007	Operational/Compliance Operational/Compliance
Dante Crossing Norton Green Pulaski Village	Dante Crossing, LLC Norton Green, LLC Pulaski Village, LLC	Virginia Housing Corp People Inc. Housing Group People Inc. Housing Group Sweetbriar Apartments Management Inc./Southwest Virginia Housing Corp	Dante Norton Pulaski	March 9, 2007 March 9, 2007 March 9, 2007	Operational/Compliance Operational/Compliance Operational/Compliance
Sweetbriar Jonesville Manor Valley Vista Riverside Place	Sweetbriar, LP Jonesville Manor, LLC Valley Vista Apartments, LLC Riverside Place Apartments, LLC	Management Inc./Southwest Virginia Housing Corp People Inc. Housing Group People Inc. Housing Group People Inc. Housing Group	Abingdon Jonesville Woodstock Damascus	March 9, 2007 February 13, 2008 February 13, 2008 May 14, 2009	Operational/Compliance Operational/Compliance Operational/Compliance Operational/Compliance
Toms Brook School	Toms Brook School Apartments, LLC	People Inc. Housing Group	Toms Brook		Operational/Compliance
Abingdon Village	Abingdon Village Apartments, LLC	People Inc. Housing Group	Abingdon	March 10, 2011	Operational/Compliance
Clinch View Manor Spruce Hill Manor West Lance Apartments	Clinch View Manor Apartments, LLC Spruce Hill Apartments, LLC West Lance Apartments, LLC	People Inc. Housing Group People Inc. Housing Group People Inc. Housing Group	Gate City New Castle	March 10, 2011 March 10, 2011 March 10, 2011	Operational/Compliance Operational/Compliance Operational/Compliance
Abingdon Terrace	Abingdon Terrace Apartments, LLC	People Inc. Housing Group	Abingdon	March 14, 2012	Operational/Compliance
Brunswick Manor	Brunswick Manor Apartments, LLC	Brunswick Management, LLC Essex Management, LLC/People Inc. Housing Group	Lawrenceville	March 6, 2015	Operational/Compliance
Essex Manor	Essex Manor Apartments, LLC		Tappahannock	March 4, 2016	Operational/Compliance

Pennington Gap	Pennington Gap Apartments, LLC	Pennington Gap Management, LLC/People Inc. Housing Group	Pennington Gap	March 4, 2016	Operational/Compliance
Culpeper Crossing	Culpeper Crossing, LLC	Culpeper Crossing Management, LLC/People Inc. Housing Group	Culpeper	March 3, 2017	Construction
Millview Apartments Luray Meadows	Millview Apartments, LLC Luray Meadows, LLC	Millview Management, LLC/People Inc. Housing Group TBC/People Inc. Housing Group	Remington Luray	March 3, 2017 March 3, 2017	Construction Closing

Internal Revenue Service
Director, Exempt Organizations

Department of the Treasury
P.O. Box 2508
Cincinnati, OH 45201

Date: JUN 29 2003

Southwest Virginia Housing
Corporation
1173 West Main Street
Abingdon, VA 24210

RECEIVED

Employer Identification Number:
54-2073839
Contact Person:
Brenda Wilkins ID # 52638
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Foundation Status:
509(a)(1) & 170(b)(1)(A)(vi)
Advance Ruling Period Begins:
March 22, 2002
Advance Ruling Period Ends:
June 30, 2006
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined that you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable public support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization so long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(c) and

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination on your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in the loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name and address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when donors may deduct payments for admission to, or other participation in fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 513 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

In your application for exemption you indicated that you might participate in limited partnerships. You have agreed that if a partnership is formed you will submit the partnership agreement in a request for Service approval. We have agreed that subsequent

partnership agreements modeled on the approved agreement will not be submitted. However, those subsequent agreements will not be regarded as having been ruled on by the Service. Their only protection is implied from their similarity to the agreement subjected to the ruling process.

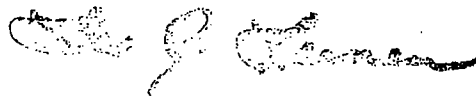
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Form 872-C

Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

(rev September 1998)

To be used with Form 1023. Submit in duplicate.

Department of the Treasury
Internal Revenue Service

(See instructions on reverse side.)

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period.

Southwest Virginia Housing Corporation

(Exact legal name of organization as shown in organizing document)

1173 West Main Street

Abingdon, VA 24210

(Number, street, city or town, state, and ZIP code)

and the
District Director of Internal Revenue, or Assistant Commissioner (Employee Plans and Exempt Organizations)

consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year June 30, 2002

(Month, day, and year)

Name of organization (as shown in organizing document)	Date
Southwest Virginia Housing Corporation	20 Dec 02
Officer or trustee having authority to sign	Type or print name and title
Signature: <i>[Signature]</i>	Robert G. Goldsmith President and C.E.O.

For IRS use only

Distinct Director or Assistant Commissioner (Employee Plans and Exempt Organizations)	Date
Steven T. Miller	6/27/2003

For <i>[Signature]</i> ED Group Manager

Internal Revenue Service
District Director

Department of the Treasury

Date: November 6, 1987

Date of Exemption: November 19, 1965

Internal Revenue Code Section: 501(c)(3)

People, Incorporated of Southwest Virginia
Route 7-Box 116
Abingdon, Virginia 24210

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,

Teddy R. Kern
District Director

Item Changed

From

To

name

People, Incorporated of Washington
County and Bristol, Virginia

name shown above

DEPARTMENT OF THE TREASURY

District Director
Internal Revenue Service

Date: July 27, 1976 In reply refer to: SO:7201:G:Sheltie
Telephones: (301) 262-1773

People, Incorporated, of Washington
County and Bristol, Virginia
200 East Main Street
Abingdon, Virginia 24210

Date of Exemption: Nov. 19, 1965
Internal Revenue Code Section: 501(c)(3)

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,

Gerald G. Portney
Gerald G. Portney
District Director
From To

Item Changed

Articles of Incorporation-Change of name from The Progressive Community Club of Washington County, Virginia, Incorporated to the name shown above.
Effective date of change-July 24, 1974

NOTE: The Employer Identification Number for your organization is 54-0763686.

COPY

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

DISTRICT DIRECTOR

400 North Eighth Street
Richmond, Virginia 23210

November 19, 1965

FEB 9 1967

Form L-170

430/ADM



The Progressive Community Club of
Washington County, Virginia
Route 2
Saltville, Virginia 24370

PURPOSE	
Charitable	
ADDRESS DISTRICT & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Richmond, Va.	
ACCOUNTING PERIOD STARTS	ACCOUNTING PERIOD ENDS
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	December 31st

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as
exempted to date we will conform to those proposed in your filing application. We have concluded
that you are exempt from Federal income tax as an organization described in section 501(c)(3) of
the Internal Revenue Code. Any change in operation from those described in your character
of purposes must be reported immediately to your District Director for consideration of their effect
upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status. Un-
less you are subject to the tax on unearned business income imposed by section 511 of the Code,
in which event you are required to file Form 990-T. Our determination as to your liability for
filing the annual information return, Form 990-T, is set forth above. That return, if required, must
be filed on or before the 15th day of the fifth month after the close of your annual accounting period
indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Sac-
rifices, bequests, devises, transfers or gifts to or for your use are deductible for Federal estate
and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social
security taxes) unless you file a waiver of exemption certificate as provided in such act. You are
not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver
of exemption certificate for social security taxes should be addressed to this office, as should any
questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

James P. Boyle
District Director

COPY

CURCIO & STOUT PC

PETER CURCIO
curcio@bvunet.net

ATTORNEYS AT LAW
600 CUMBERLAND STREET
P.O. BOX 1478
BRISTOL, VIRGINIA 24201
Telephone 276-466-8877
Facsimile 276-869-4032
Toll Free 866-865-5056

EDWARD G. STOUT
estout@bvunet.net

August 19, 2008

Robert G. Goldsmith, President and CEO
People Incorporated of Virginia
1173 West Main Street
Abingdon, VA 24210-4703

RE: Southwest Virginia Housing Corporation - Name Change

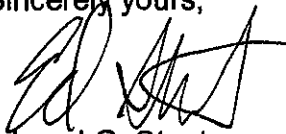
Dear Rob:

On August 5, 2008 we filed Articles of Amendment with the State Corporation Commission to change the name of Southwest Virginia Housing Corporation. A phone call earlier today with the State Corporation Commission confirmed that the name has in fact been changed. The change of name from Southwest Virginia Housing Corporation to People Incorporated Housing Group was effective on August 13, 2008.

We should soon receive acknowledgement from the State Corporation Commission confirming both name changes. As always, should you have any questions, please let me know.

With best wishes,

Sincerely yours,



Edward G. Stout

EGS/bf

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, AUGUST 13, 2008

The State Corporation Commission has found the accompanying articles submitted on behalf of
People Incorporated Housing Group (formerly Southwest Virginia Housing
Corporation)

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

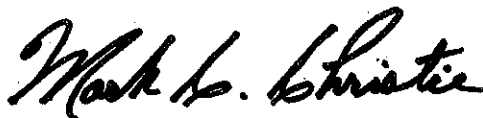
CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the
Commission, effective August 13, 2008.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner



SCC888N
(07/07)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF AMENDMENT

CHANGING THE NAME OF A VIRGINIA NONSTOCK CORPORATION
By Unanimous Consent of the Members or by the Directors Without Member Action

The undersigned, on behalf of the corporation set forth below, pursuant to § 13.1-888 of the Code of Virginia, executes these articles and states as follows:

The current name of the corporation is Southwest Virginia Housing Corporation.

The name of the corporation is changed to People Incorporated Housing Group.

3. The foregoing amendment was adopted on July 30, 2008 (mark appropriate box):
(date)

By the unanimous consent of the members with voting rights.

OR


By a vote of at least two-thirds of the directors in office. Member action on the amendment was not required because (mark appropriate box):

There are no members;

or

There are no members with voting rights.

Executed in the name of the corporation by:


(signature)

1 Aug 08
(date)

Robert G. Goldsmith
(printed name)

President
(corporate title)

0574434-7
(corporation's SCC ID no.)

(telephone number (optional))

(The execution must be by the chairman or any vice-chairman of the board of directors, the president, or any other of its officers authorized to act on behalf of the corporation.)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE

J

Relocation Plan

(MANDATORY, if tenants are displaced)

This deal does not require
information behind this tab.

K

Documentation of
Development Location

K.1

Revitalization Area
Certification



**Department of Community Enhancement
Chesterfield County, Virginia**

9800 Government Center Pkwy – P.O. Box 40 – Chesterfield, VA 23832
Phone (804) 717-6001 – chesterfield.gov/enhancement

**Daniel Cohen
Director**

March 11, 2020

Andy Schryver
South Creek Development, LLC
7204 West Friendly Avenue, Suite C
Greensboro, NC 27410

Dear Mr. Schryver,

Chesterfield County passed a board resolution on February 19, 2020 stating the proposed multifamily apartment complex known at the time as Maple Woods, located on the east side of Jefferson Davis Highway between Myron Avenue and Dwight Avenue, and shown in the attached map, is located in a Revitalization Area. I understand the proposed Maple Woods development has been renamed Bellwood Crossing.

Sincerely,

Daniel Cohen, Director
Department of Community Enhancement
804.748.1049 (office)
804.796.9695 (fax)
cohend@chesterfield.gov





**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Meeting Date: February 19, 2020

Item Number: 14.B.1.f.

Subject:

Resolution Supporting Construction of the Maple Woods Apartments at Jefferson Davis Highway and Myron Avenue, Using Low Income Housing Tax Credits Issued by the Virginia Housing Development Authority Under Their Revitalization Area Designation

Board Action Requested:

Adoption of attached resolution that will allow financing through the VHDA revitalization area designation.

Summary of Information:

Maple Woods is a proposed multifamily apartment complex located on the east side of Jefferson Davis Highway, between Myron Avenue and Dwight Avenue. The developer for the apartments, South Creek Development, LLC, has applied for low-income housing tax credit financing through VHDA. To qualify for revitalization area application points, state law requires that the Board of Supervisors pass a resolution supporting the site for the apartments as a revitalization area.

The benefit of this program to Chesterfield County is to provide high quality affordable housing at locations that need such housing to support economic development. The Jefferson Davis Highway corridor has experienced disproportionate socioeconomic challenges (as documented by the recently adopted Northern Jefferson Davis Corridor Special Area Plan), including: poverty, lower rates of new housing construction, a loss of manufactured homes, and increased cost-burdened households. A market study undertaken by the county indicated a demand for multi-family housing along the corridor; the need for additional workforce housing is necessary to meet the housing demand created by new development in industrial, commercial and service businesses attracted to the county.

The addition of these apartments will make a more sustainable and attractive mixed-use area by adding a mix of households. The high-quality apartments also provide a more stable (i.e., not cost-burdened) and desirable economic mix of residents in the area.

For the developer to have the opportunity to compete favorably for this type of financing, the Chesterfield County Board of Supervisors may by resolution make a determination that providing residential housing serving low to moderate income households supports the revitalization and economic development of this portion of the Jefferson Davis Highway corridor.

Staff recommends that the Board adopt the attached resolution.

Attachments:

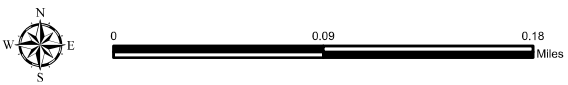
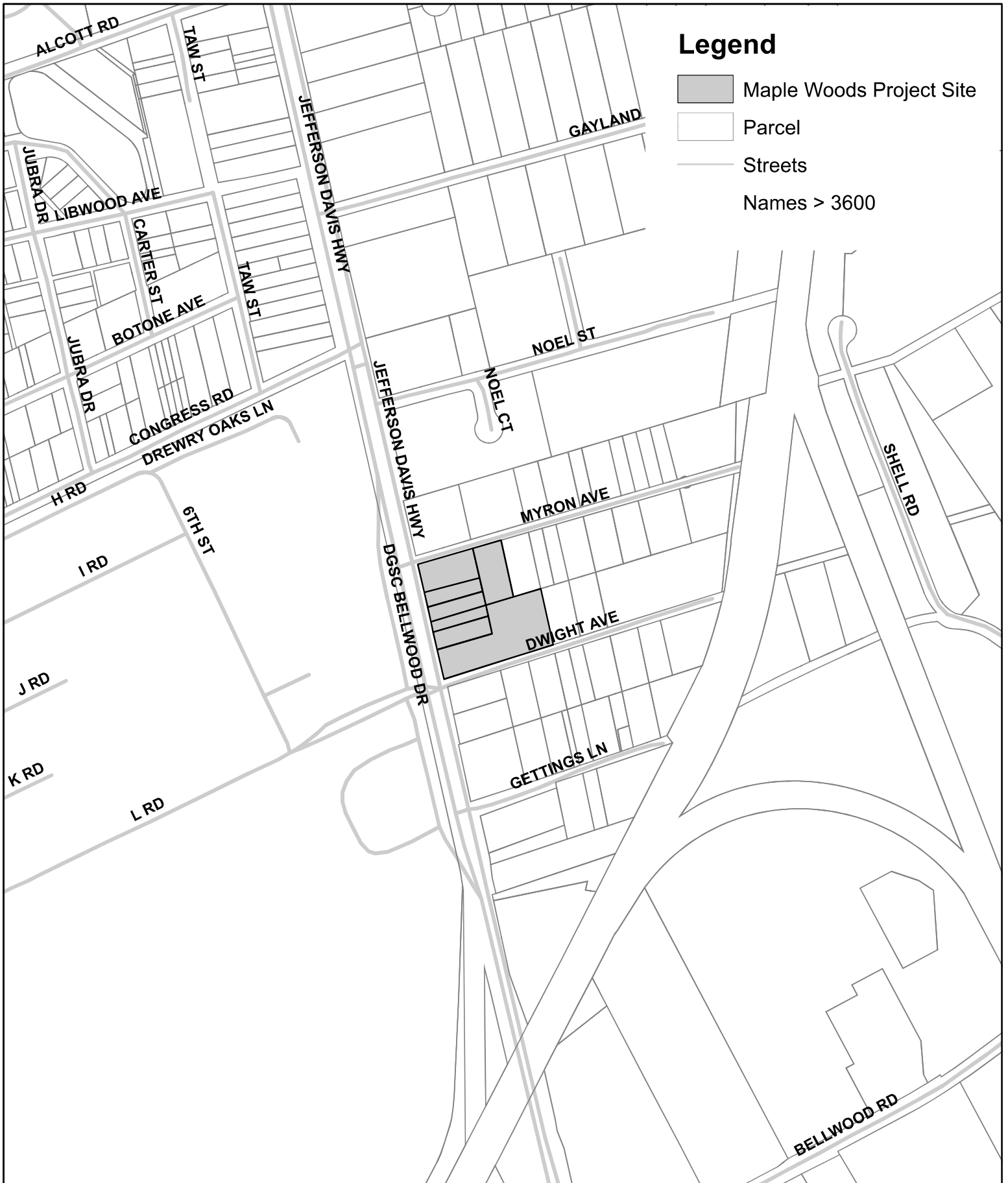
1. Maple Woods Resolution
2. Maple Woods Apartments Location Map

Preparer: Daniel Cohen, Director

Approved By:



Maple Woods Apartments



This is an ArcGIS map prepared by Chesterfield County Department of Community Enhancement. This information is only for representation purpose.

A RESOLUTION CONCERNING
THE MAPLE WOODS APARTMENT PROJECT

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area (the "Area") described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located in a Revitalization Area in the County of Chesterfield, Virginia. The industrial, commercial or other economic development of such area will benefit the county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 19th day of February, 2020.

CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on February 19, 2020 at 6 p.m.

*On motion of Mr. Winslow, seconded by Mr. Holland, the Board adopted the following resolution:

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area (the "Area") described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located in a Revitalization Area in the County of Chesterfield, Virginia. The industrial, commercial or other economic development of such area will benefit the county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

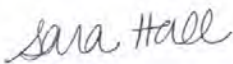
NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 19th day of February, 2020.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Haley, Carroll, Ingle, Winslow and Holland.
Nays: None.

Certified By:



Sara Hall
Clerk to the Board of
Supervisors

***DRAFT MINUTES TO BE APPROVED AT THE REGULARLY SCHEDULED MEETING
ON MARCH 11, 2020.**

CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on February 19, 2020 at 6 p.m.

*On motion of Mr. Winslow, seconded by Mr. Holland, the Board adopted the following resolution:

WHEREAS, PURSUANT TO Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Chesterfield, Virginia, desires to designate the area (the "Area") described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located in a Revitalization Area in the County of Chesterfield, Virginia. The industrial, commercial or other economic development of such area will benefit the county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 19th day of February, 2020.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Haley, Carroll, Ingle, Winslow and Holland.
Nays: None.

Certified By:

Sara Hall

Sara Hall
Clerk to the Board of
Supervisors

***DRAFT MINUTES TO BE APPROVED AT THE REGULARLY SCHEDULED MEETING
ON MARCH 11, 2020.**



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 2

Meeting Date: October 23, 2019

Item Number: 18.B.

Subject:

Public Hearing to Consider the Route 1 Residential Overlay Ordinance to Provide for High-Density Residential Development

County Administrator's Comments:

County Administrator: _____

Board Action Requested:

Following a public hearing adopt attached code amendment.

Summary of Information:

Following a public hearing on September 17, 2019, the Planning Commission by unanimous vote forwarded a recommendation of approval on the attached code amendment. In addition, by motion the Commission directed Staff report annually to Commission over next four years on residential development occurring under the provisions of the amendment. The motion also directed staff to prepare, no later than four years from the date of the ordinance adoption, an evaluation of the ordinance and its implementation for Commission review and, if deemed appropriate by Staff, include any recommendations regarding modifications or other actions relating to its provisions. This evaluation shall thereafter occur on a cycle of four years.

The Northern Jefferson Davis Special Area Plan adopted in 2018 provided a variety of guidelines as well as implementation steps to encourage redevelopment along the corridor. As part of such guidance a steering committee was established to help implement the plan. Among the recommendations thus far provided by the committee is that staff undertake efforts to provide for multifamily residential unit development along the corridor.

Preparer: Andrew G. Gillies

Title: Director of Planning

Attachments:

Yes

No

#



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 2 of 2

Summary of Information (Continued):

This recommendation followed a market study that showed that smaller scale multifamily development was a market need within the area plan boundaries. Planning undertook a review of the committee recommendation, to include an analysis of design standards, and proposed an ordinance amendment that would provide for high density residential, to include multifamily and townhouse dwelling units, as a restricted use in certain areas along the corridor. Projects meeting the ordinance criteria would be limited in area, utilize corridor frontage and be designed to be compatible with the established Northern Jefferson Davis Highway Design District (NJDHDD) standards for commercial properties. Such proposal is in keeping with the area plan's guidelines of establishing new quality multifamily housing of a smaller project size in mixed-use settings.

The amendment would, among other things, provide that certain C-3 and C-5 properties that front upon Jefferson Davis Highway north of Osborne Road be permitted as multi-family or townhouse use with restrictions. The multifamily residential uses would be limited to a depth of 500 feet from the corridor to help encourage orientation towards the corridor and reduce impact upon existing single family residential which is the predominant use in many areas. In addition, projects containing such uses will be limited to only those commercial uses permitted in the C-2 district and not include automobile-oriented uses. The intent of such limitations is to provide for commercial uses meeting the plan guidance of neighborhood business and to help ensure compatibility, and reduce conflict, between the residential and commercial uses allowed. Projects containing the multifamily or townhouse residential use would be limited to a maximum of 10 acres and a minimum of 3 acres, provided that projects of 1.5 acres in size may be permitted where the project is located at the intersection of an existing local road and Jefferson Davis Highway. The density minimums for such residential uses are 15 and 10 dwelling units per acre respectively for multifamily or townhouse use. Building design and the required community space for the uses are intended to promote quality projects similar to that expected in more urban environments elsewhere in the region.

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY OF CHESTERFIELD,
1997, AS AMENDED, BY AMENDING AND REENACTING SECTIONS 19.1-53 & 19.1-378 OF
THE ZONING ORDINANCE RELATIVE TO ROUTE 1 RESIDENTIAL OVERLAY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Sections 19.1-53 & 19.1-378 of the Code of the County of Chesterfield, 1997, as amended, are amended and re-enacted, to read as follows:

Chapter 19.1

ZONING

Sec. 19.1-53. Restricted Uses Listed as "R" or "RS".

Those uses listed as "R" or "RS" in Table 19.1-52.A. shall be permitted in the respective zoning districts provided that the restrictions as outlined below are met. If the restrictions cannot be met, the use may be allowed in the respective zoning district through either a Conditional Use or Special Exception.

OOO

Dwelling, multifamily

1. C-3, C-5 District

- a. Property was zoned C-3 or C-5 after April 11, 1989 and prior to May 24, 2006;
- b. Minimum size of project incorporating multifamily uses is 67 gross acres;
- c. Maximum of 30 percent of the gross acreage zoned C-3 or C-5 of the project is used for multifamily and townhouse uses;
- d. Use is incorporated into an integrated schematic plan;
- e. Use complies with the requirements of the R-MF Zoning District, except that density may be increased to 14 units per acre; and
- f. Construction has begun on a minimum of 50 percent of the gross project area devoted to nonresidential uses.

2. C-3, C-5 Districts:

- a. Project fronts Jefferson Davis Highway north of Osborne Road and property is recommended for Neighborhood Business, Community Business, Suburban Residential II, Residential Mixed Use or Community Mixed Use in the Comprehensive Plan;
- b. Use is located within 500 feet of Jefferson Davis Highway, this would not preclude accessory parking or buildings from extending beyond the 500 feet;
- c. Project has a minimum of 100 feet of contiguous frontage along Jefferson Davis Highway;
- d. Project size is no less than 3 acres and no more than 10 acres, provided that projects of 1.5 acres shall be permitted if located at the intersection of a local road with Jefferson Davis Highway;
- e. Minimum density is 15 dwelling units per acre;

- f. In addition to buffers required by Table.19.1-263.A.1.b., where use is located adjacent to an occupied C or I property outside of project, a buffer shall be provided between use and the adjacent property as required between the applicable C or I district and a R-MF zoning district;
- g. Project meets Northern Jefferson Davis Highway Design District (NJDHDD) standards as identified in Sec. 19.1-379 except as otherwise stated within this subsection;
- h. For projects containing less than 6 acres, buildings shall be a minimum of 3 stories and a maximum of 4 stories. For projects 6 acres or more, buildings shall be a minimum of 3 stories and a maximum of 6 stories. In no case shall the height of a building exceed 3 stories or 40 feet within 100 feet of MH or R districts;
- i. The greater of 50 square feet per residential unit or 10 percent of total project area shall be provided as hardscaped or landscaped common area. Up to 50 percent of required common area may include rooftop garden space where such space is commonly accessible to, and provides activity space for, residents;
- j. At least 50 percent of residential units located above ground floor shall have a usable balcony consisting of a minimum area of 5 feet by 8 feet;
- k. Buildings shall be designed to impart harmonious proportions and avoid monotonous facades or large bulky masses. Buildings containing multifamily units shall possess architectural variety while at the same time have an overall cohesive urban character. Design elements such as, but not limited to, balconies, terraces, articulation of doors and windows, sculptural or textural relief of facades, architectural ornamentation, varied rooflines, other appurtenances such as lighting fixtures and plantings may be used to achieve desired design;
- l. The first floor of a building directly fronting Jefferson Davis Highway shall meet applicable commercial building code requirements so as to provide for flexibility to accommodate commercial uses. The first floor of a building directly fronting a road shall be on grade with such road and have a minimum of 12 foot ceilings, or a higher standard if required by code, where fronting Jefferson Davis Highway. This is not intended to preclude the use of an interior elevated floor design for residential uses to provide privacy;
- m. In addition to requirements of the NJDHDD, architecture for buildings containing dwellings shall employ masonry at least to top of first floor on all facades visible from a road;
- n. Commercial uses in the project are limited to those permitted in a C-2 district, excluding automobile accessory store, automobile rental, automobile self service station and automobile self service station, unmanned;
- o. Views of parking areas shall be minimized from public rights of way and/or single family residential properties via a building, landscaping, architectural walls and/or decorative fencing; and
- p. Administrative site plan review times shall be in accordance with Sec.19.1-30 with the exception that initial review for such projects shall not be acted upon any sooner than 21 days from the latter of the date of required sign posting or written notification sent.

23. C-4 District:

- a. Property was zoned C-4 after April 11, 1989 and prior to May 24, 2006;
- b. Minimum size of a project incorporating multifamily uses is 67 gross acres;
- c. Maximum of 30 percent of the gross acreage zoned C-4 of the project is used for multifamily and townhouse uses;
- d. Use is incorporated into an integrated schematic plan;

- e. Use complies with the requirements of the R-MF Zoning District, except that density may be increased to 18 units per acre or 25 units per acre with the provision of deck or underground parking; and
- f. Construction has begun on a minimum of 50 percent of the gross project area devoted to nonresidential uses.

OOO

Dwelling, townhouse

1.—C-3, C-5 Districts:

- a. Project in which located fronts Jefferson Davis Highway north of Osborne Road and is recommended for Neighborhood Business, Community Business, Suburban Residential II, Residential Mixed Use or Community Mixed Use in the Comprehensive Plan;
- b. Use shall not directly front upon Jefferson Davis Highway, this shall not preclude fronting upon a local road, provided that in all instances a permitted use shall be located between townhouse buildings and Jefferson Davis Highway;
- c. Project has a minimum of 100 feet of contiguous frontage along Jefferson Davis Highway;
- d. Commercial uses in project are limited to those permitted in a C-2 district, excluding automobile accessory store, automobile rental, automobile self service station and automobile self service station, unmanned;
- e. Project size is no less than 3 acres and no more than 10 acres;
- f. Minimum density is 10 dwelling units per acre;
- g. 10% of project acreage is provided as recreational area for residents, having active and passive facilities as deemed appropriate during plan review;
- h. In addition to buffers required by Table.19.1-263.A.1.b., where use is located adjacent to an occupied C or I property outside of project, a buffer shall be provided between use and the adjacent property as required between the applicable C or I district and a R-TH zoning district;
- i. Project meets Northern Jefferson Davis Highway Design District (NJDHDD) standards as identified in Sec.19.1-379 except as otherwise stated within this subsection;
- j. Buildings may be up to 4 stories or 50 feet, whichever is less, provided that if within 100 feet of MH or R district the height shall not exceed three stories or 40 feet;
- k. Buildings shall be designed to impart harmonious proportions and avoid monotonous facades or large bulky masses. Townhouse buildings shall possess architectural variety while at the same time have an overall cohesive urban character. Design elements such as, but not limited to, balconies, terraces, articulation of doors and windows, sculptural or textural relief of facades, architectural ornamentation, varied rooflines, other appurtenances such as lighting fixtures and plantings may be used to achieve desired design;
- l. Excluding the incorporation of storefront windows, buildings containing dwellings shall comply with architectural requirements of the NJDHDD and employ masonry materials on all facades visible from a road;
- m. Garages shall be rear loaded and shall be accessed via private pavement. Garage doors shall not face any road or parking serving commercial use on property that is open to the public;
- n. Views of parking areas shall be minimized from public rights of way and/or single family residential properties via a building, landscaping, architectural wall and/or decorative fencing.

- o. View of uses in alleys shall be minimized from roads and private pavement, other than alleys, with a wall, maintenance-free fence, or building design. Utilized walls and fencing shall be of comparable material and design to that of the townhouses; and
- p. Excluding fencing in n. and o. above, where fencing is utilized on a lot it shall be constructed of decorative maintenance-free material. Chain link or wood fencing shall not be permitted.

2. C-3, C-4, C-5 Districts:

- a. Property was zoned C-3, C-4 or C-5 after April 11, 1989 and prior to May 24, 2006;
- b. Minimum size of a project incorporating R-TH uses is 34 gross acres;
- c. Maximum of 30 percent of the gross acreage zoned C-3, C-4 or C-5 of the project is used for multifamily and townhouse uses;
- d. Uses is incorporated into an integrated schematic plan;
- e. Use complies with the requirements of the R-TH Zoning District; and
- f. Construction has begun on a minimum of 50 percent of the gross project area devoted to non-residential uses.

Sec. 19-.1-378. Zoning Districts and Area of Applicability.

OOO

C. Other Required Conditions.

OOO

- 11. **Deck Parking.** Deck parking structures shall ~~either~~ have permitted residential, commercial or office uses located along the ground floor or be located behind another building located on the lot.

OOO

That this ordinance shall become effective immediately after adoption.

DIVISION 19. NORTHERN JEFFERSON DAVIS HIGHWAY DESIGN DISTRICT

Sec. 19.1-377. Purpose and Intent of Northern Jefferson Highway Design District.

The purpose and intent of the Northern Jefferson Davis Highway Design District is to recognize the area as unique and enhance development patterns.

Sec. 19.1-378. Zoning Districts and Area of Applicability.

The provisions of this division apply to O, C and I zoned property in the Northern Jefferson Davis Highway District as shown on the zoning maps. The Northern Jefferson Highway Design District is generally both the areas as shaded in Figure 19.1-378.

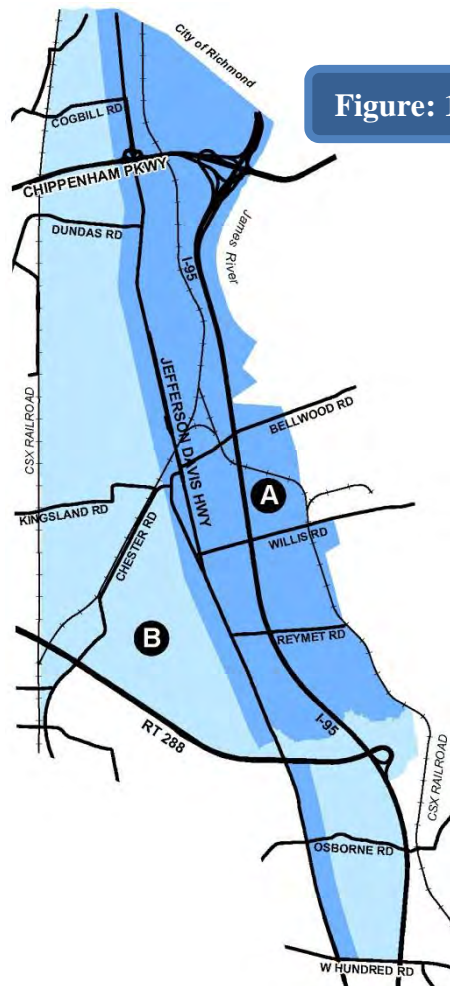


Figure: 19.1-378.

Sec. 19.1-379. Required Conditions Northern Jefferson Davis Highway Design District.

- A. **Building and Parking.** Buildings and parking in Northern Jefferson Davis Highway Design District shall meet the requirements outlined in Tables 19.1-379.A.1 and 19.1-379.A.2:

Table. 19.1-379.A.1. O and C Districts Northern Jefferson Davis Highway Design District Building and Parking Required Conditions		
A. Building Setbacks (feet) ^[1] /Required Perimeter Landscaping		
1. Road type	a. Limited access	40/C
	b. Major arterial	25/H ^[2]
	c. Other roads	25/H ^[2]
2. Interior side yard	a. Adjacent to A, R, R-TH, R-MF or MH	20 ^[3]
	b. Adjacent to O, C or I	0
3. Rear yard	a. Adjacent to A, R, R-TH, R-MF or MH	30 ^[3]
	b. Adjacent to O, C, or I	0
B. Parking Setbacks(feet) ^[1] /Required Perimeter Landscaping		
1. Road type	a. Limited access	40/C
	b. Major arterial	10/H or 5/L or 0/M ^[4]
	c. Other roads	10/H or 5/L or 0/M ^[4]
2. Interior side yard	a. Adjacent to A, R, R-TH, R-MF or MH	10 ^{[5][6]}
	b. Adjacent to O, C or I	0
3. Rear yard	a. Adjacent to A, R, R-TH, R-MF or MH	25 ^{[6][7]}
	b. Adjacent to O, C or I	0
C. Building Heights (maximum) ^[8]		Lesser of 3 stories or 45 feet ^{[9][10]}

Notes for Table 19.1-379.A.1.

- [1] Setbacks may be impacted by Buffer, Setbacks–Generally, Permitted Yard Encroachments for Principal Buildings, Floodplain or Chesapeake Bay regulations.
- [2] Landscaping shall not be required if parking is located less than 10 feet from the road.
- [3] This setback may be reduced to 0 feet adjacent to property designated for nonresidential uses on the comprehensive plan if the wall of the building along such property line has no openings other than those required by the fire marshal.
- [4] For parking areas accommodating recreational equipment having a length of 25 feet or more, tractor trailers, or motor vehicles, the setback for spaces shall be increased to 50 feet and any drive serving such areas shall be setback 10 feet with Perimeter Landscaping H planted within the setback.
- [5] For parking areas accommodating recreational equipment having a length of 25 feet or more, tractor trailers, or motor vehicles, the setback shall be increased to 30 feet.
- [6] For parking areas accommodating automobiles or recreational equipment less than 25 feet in length, if the adjacent property is designated for nonresidential use by the comprehensive plan and is not occupied by a dwelling, then the setback may be reduced to zero. If such adjacent property is occupied by a dwelling, the setback may be reduced to 0 feet with a 4 foot high fence along such property line.
- [7] For parking areas accommodating recreational equipment having a length of 25 feet or more, tractor trailers, or motor vehicles, the setback shall be increased to 40 feet.
- [8] Height limits are subject to Article IV, Division 2.
- [9] Subject to Footnote 5, the height of offices, hospitals and hotels may be increased to the lesser of 12 stories or 120 feet, but within 100 feet of undeveloped R, R-TH, R-MF, MH or A property, height shall not exceed lesser of 3 stories or 50 feet.
- [10] Within 200 feet of a developed residential neighborhood, the height shall not exceed the lesser of 2 stories or 30 feet unless there is an existing dwelling more than 2 stories within 100 feet of the common boundary of the neighborhood, then the height may be increased to the height of the dwelling, but not more than the maximum permitted height.

Table 19.1-379.A.2. I-1, I-2 and I-3 Districts Northern Jefferson Davis Highway Design District
Building and Parking Required Conditions

A. Building Setbacks (feet) ^[1] /Required Perimeter Landscaping		District		
		I-1	I-2	I-3
1. Road type	a. Limited access	40/C	40/C	40/C
	b. Major arterial	25/H ^[2]	60	60
	c. Other roads	25/H ^[2]	60	60
2. Interior side yard	a. Adjacent to A, R, R-TH, R-MF or MH	20 ^[3]	30	30
	b. Adjacent to O, C or I	0	30	30
3. Rear yard	a. Adjacent to A, R, R-TH, R-MF or MH	30 ^[3]	30	30
	b. Adjacent to O, C or I	0	30	30
B. Parking Setbacks (feet) ^[1] /Required Perimeter Landscaping				
1. Road type	a. Limited access	40/C	40/C	40/C
	b. Major arterial	10/H or 5/L or 0/M ^[4]	10/H or 5/L or 0/M ^[4]	10/H or 5/L or 0/M ^[4]
	c. Other roads	10/H or 5/L or 0/M ^[4]	10/H or 5/L or 0/M ^[4]	10/H or 5/L or 0/M ^[4]
2. Interior side yard	a. Adjacent to A, R, R-TH, R-MF or MH	10 ^{[5][6]}	10 ^{[5][6]}	10 ^{[5][6]}
	b. Adjacent to O, C or I	0	0	0
3. Rear yard	a. Adjacent to A, R, R-TH, R-MF or MH	25 ^{[6][7]}	25 ^{[6][7]}	25 ^{[6][7]}
	b. Adjacent to O, C or I	0	0	0
C. Building Heights (maximum) ^[8]				
1. I-1 District		Lesser of 3 stories or 50 feet ^{[9][10]}		
2. I-2 and I-3 District		150 feet ^{[9][10]}		

Notes for Table 19.1-379.A.2.

- [1] Setbacks may be impacted by Buffer, Setbacks–Generally, Permitted Yard Encroachments for Principal Buildings, Floodplain or Chesapeake Bay regulations.
- [2] Landscaping shall not be required if parking is located less than 10 feet from the road.
- [3] This setback may be reduced to 0 feet adjacent to property designated for nonresidential uses on the comprehensive plan if the wall of the building along such property line has no openings other than those required by the fire marshal.
- [4] For parking areas accommodating recreational equipment having a length of 25 feet or more, tractor trailers, or motor vehicles, the setback for spaces shall be increased to 50 feet and any drive serving such areas may be setback 10 feet with Perimeter Landscaping H planted within the setback.
- [5] For parking areas accommodating recreational equipment having a length of 25 feet or more, tractor trailers, or motor vehicles, the setback shall be increased to 30 feet.
- [6] For parking areas accommodating automobiles or recreational equipment less than 25 feet in length, if the adjacent property is designated for nonresidential use by the comprehensive plan and is not occupied by a dwelling, the setback may be reduced to zero. If such adjacent property is occupied by a dwelling, the setback may be reduced to 0 feet with a 4 foot high fence along such property line.
- [7] For parking areas accommodating recreational equipment having a length of 25 feet or more, tractor trailers, or motor vehicles, the setback shall be increased to 40 feet.
- [8] Height limits are subject to Article IV, Division 2.
- [9] Subject to Footnote 5, height of offices, hospitals and hotels may be increased to the lesser of 12 stories or 120 feet, but within 100 feet of undeveloped R, R-TH, R-MF, MH or A property, the height shall not exceed lesser of 3 stories or 50 feet.
- [10] Within 200 feet of a developed residential neighborhood, the height shall not exceed the lesser of 2 stories or 30 feet, unless there is an existing dwelling more than 2 stories within 100 feet of the common boundary of the neighborhood, then the height may be increased to height of the dwelling, but not more than the maximum permitted height.

B. **Gasoline Pumps and Associated Drives**. Gasoline pumps and associated drives shall meet the setback requirements for parking of automobiles or recreational equipment less than 25 feet in length outlined in Tables 19.1-379.A.1. and A.2.

C. **Other Required Conditions**.

Architecture. For the purposes of architectural standards, the Northern Jefferson Davis Highway Corridor District is comprised of 2 different geographies shown on the zoning maps as Area A and Area B and as generally shown in Figure 19.1-378. In addition to the requirements of Sec. 19.1-317, buildings shall meet the following architectural requirements:

1. Area A. Building facades visible from a road shall not be constructed of unadorned concrete block, unfinished corrugated metal or unfinished sheet metal.
2. Area B.
 - Facades shall not be constructed of unpainted concrete block, unfinished corrugated metal or unfinished sheet metal;
 - Use of different materials on different facades shall be permitted, but inferior materials shall not be used on sides which face adjoining property; and
 - Facades visible to R, R-TH, R-MF, MH, A or O property, or a road shall not have architectural materials inferior in appearance or detail to any other facade of the same building or be constructed of unadorned concrete block.

History of Amendments	
<u>Date</u>	<u>Document #</u>
Adopted 6/24/2015	94303.1



**CHESTERFIELD COUNTY
BOARD OF SUPERVISORS
AGENDA**

Page 1 of 1

Meeting Date: June 26, 2019

Item Number: 13.B.25.

Subject:

Approval of Jefferson Davis Incentive Policy

County Administrator's Comments:

County Administrator: _____

Board Action Requested:

Approval of the attached Jefferson Davis Incentive Policy.

Summary of Information:

As part of the implementation strategy for the Northern Jefferson Davis Special Area Plan, the steering committee developed an incentive policy to further encourage redevelopment activity in the corridor, and this paper is requesting Board approval of the policy. The policy makes available performance-based grants for projects that: 1) promote the goals and objectives of the special area plan, 2) invest at least \$5 million, and 3) do so in one of the targeted zones (Rt. 1 and Willis Road, Rt. 1 and Rt. 288, or Rt. 1 and Chippenham Parkway). Under the policy, such a project would receive 80 percent of their incremental real estate taxes back in a grant for the first seven years. That grant would then trail off to 60, 40 and 20 percent, respectively, for the final three years of the ten-year grant period. Moreover, the policy would expire June 30, 2021 in order to be evaluated for effectiveness, at which time it could be reinstated or amended. Staff recommends approval.

Preparer: Matt Harris

Title: Deputy County Administrator

Attachments:



Yes



No

#

--

The Northern Jefferson Davis Revitalization Incentive Program

There is hereby established the Northern Jefferson Davis Revitalization Incentive Program (“the Program”).

PURPOSE

The Chesterfield County Board of Supervisors adopted the Northern Jefferson Davis Special Area Plan on April 25, 2018 (“the Plan”). The Plan provides detailed guidance and recommendations for the future growth and development of the Northern Jefferson Davis community, one of the County’s oldest communities. The Plan is a part of the County’s Comprehensive Plan. The detailed findings of the Plan are incorporated herein by reference.

A significant aspect of the Plan calls for the creation and implementation of a Revitalization Strategy that will lead to revitalization, rehabilitation, and redevelopment of the Northern Jefferson Davis community. Pursuant to the Plan, a Steering Committee was created to recommend actions to be taken by the County as part of a Revitalization Strategy. The Steering Committee has recommended that a real estate tax incentive plan be established to encourage revitalization, rehabilitation, and redevelopment of the Northern Jefferson Davis community. This document outlines the details of the incentive plan recommended by the Steering Committee.

PROGRAM DETAILS

A. Pursuant to the Program, but subject to the appropriation of sufficient funds by the Board of Supervisors, the County will award a grant to qualified recipients (“Program Grant”) that will be administered through the Economic Development Authority for the County of Chesterfield (“EDA”).

B. Any property located within the geographical boundaries of the Plan shall be eligible for a Program Grant, but properties located along the Jefferson Davis Highway corridor and its intersections with Rt. 288 and Chippenham Parkway shall be given priority consideration.

C. To be eligible for a Program Grant, a recipient (“Grant Recipient”) must agree to invest at least \$5 million dollars for the development of a project which promotes at least one of the goals and objectives of the Plan and execute a grant agreement with the EDA (“Grant Agreement”).

D. The amount of the Program Grant shall be based on the increase in the real estate taxes generated by development of the subject property and paid by the Grant Recipient to the County during the first ten (10) year period after the effective date of the Grant Agreement. The amount of taxes paid by the Grant Recipient shall be verified by the Treasurer of the County.

E. The amount of the Grant shall be calculated as follows:

- I. The tax year preceding the tax year in which the Grant Agreement is executed shall be referred to as the “Base Year”. For each of the first 7 years of the Grant Agreement, the Grant Recipient shall receive a grant

- equal to 80% of the increase in real estate taxes paid by the Grant Recipient above the taxes generated by the property during the Base Year.
2. For year 8 of the Grant Agreement, the Grant Recipient will receive a grant equal to 60% of the increase in real estate taxes paid by the Grant Recipient above the taxes generated by the property during the Base Year.
 3. For year 9 of the Grant Agreement, the Grant Recipient will receive a grant equal to 40% of the increase in real estate taxes paid by the Grant Recipient above the taxes generated by the property during the Base Year.
 4. For year 10 of the Grant Agreement, the Grant Recipient will receive a grant equal to 20% of the increase in real estate taxes paid by the Grant Recipient above the taxes generated by the property during the Base Year.

APPLICATION

Interested parties must apply for a Program Grant before June 30, 2021, on forms to be prepared by the departments of Planning, Economic Development, and Community Enhancement, which shall establish criteria for evaluating such applications. Recommendations by County staff for approval of a Program Grant shall be made to the Board of Supervisors. The form of the Grant Agreement to be used by the EDA and Grant Recipient shall be approved by the County Attorney.

PROGRAM SUNSET

The initial term of the Program shall expire June 30, 2021, at which time the effectiveness of the Program will be evaluated by the County for possible extension and modifications. Grant Agreements entered into prior to June 30, 2021 shall remain in effect in accordance with their terms.

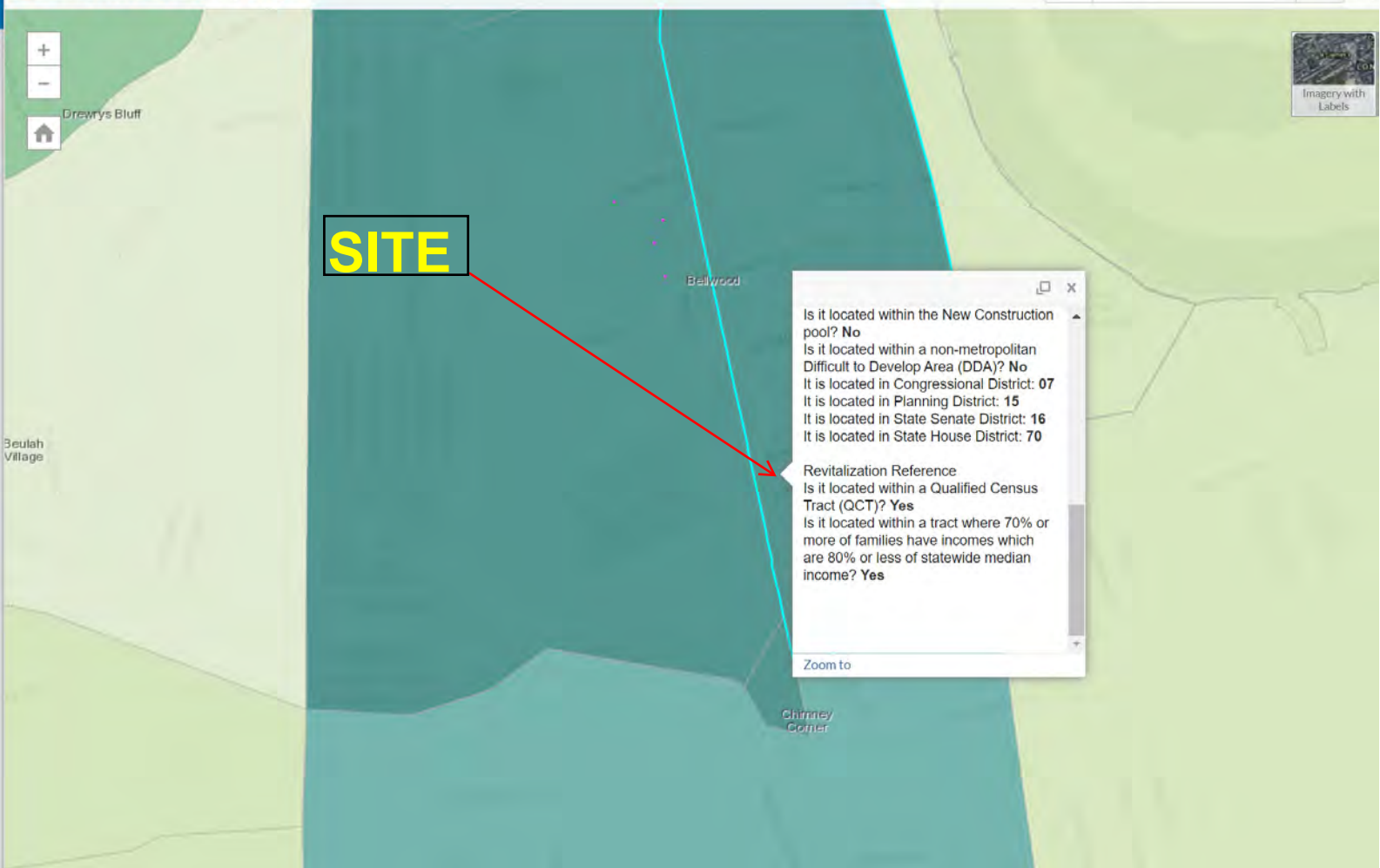
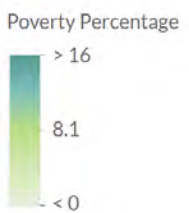
SITE



Legend
Existing Tax Credit Locations

DDA - Metropolitan

Percent Poverty and Additional Information







K.2

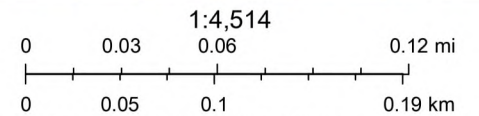
Location Map

Bellwood Crossing Location Map



3/5/2020, 5:36:59 PM

-  Fire Hydrants
-  Subdivisions
-  Parcels
-  Municipal Boundary



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

LIHTC Reference Map 2020

Legend

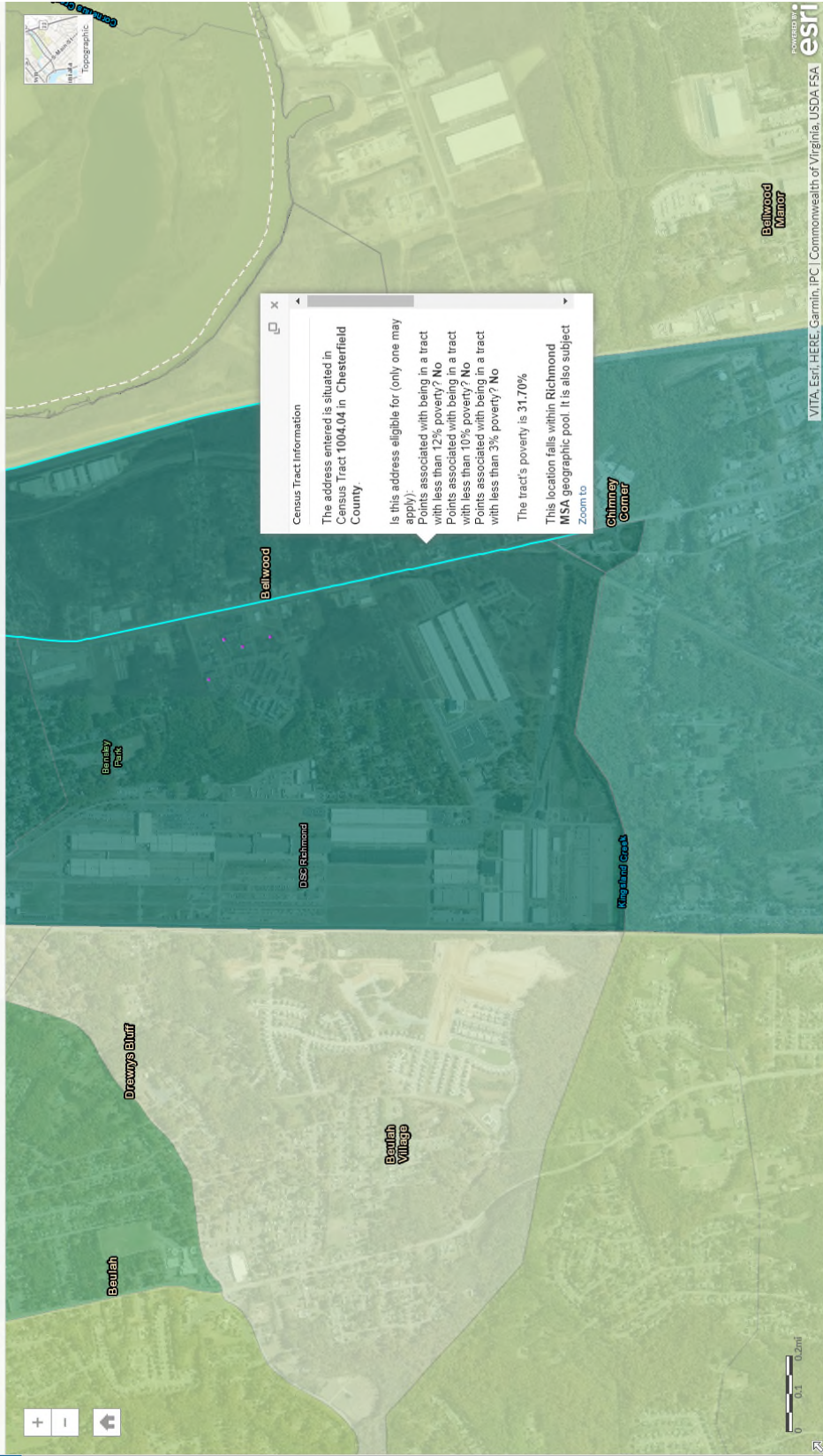
Existing Tax Credit Locations

DDA - Metropolitan

Percent Poverty and Additional Information

Poverty Percentage

- > 16
- 8.1
- < 0



Census Tract Information

The address entered is situated in Census Tract 1004.04 in Chesterfield County.

Is this address eligible for (only one may apply):

- Points associated with being in a tract with less than 12% poverty? **No**
- Points associated with being in a tract with less than 10% poverty? **No**
- Points associated with being in a tract with less than 3% poverty? **No**

The tract's poverty is 31.70%

This location falls within Richmond MSA geographic pool. It is also subject to

Zoom to

K.3

Surveyor's Certification of
Proximity to Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: March 9, 2020

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2020 Tax Credit Reservation Request

Name of Development: Bellwood Crossing

Name of Owner: Bellwood Crossing LLC

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.



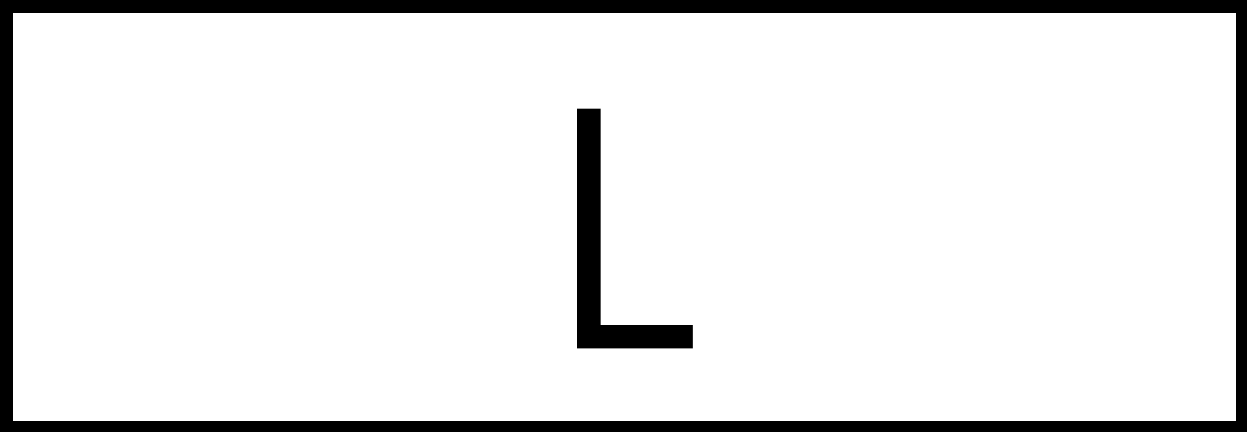
TIMMONS GROUP

Firm Name

By: J. Todd Van Meter

Its: Professional Land Surveyor

Title



L

PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: Bellwood Crossing

Tracking #: 2020-C-40

If you have any questions, please call the Tax Credit Department at (804) 343-5518.

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

DATE: March 5, 2020

TO: RRHA
901 Chamberlayne Parkway
Richmond, VA 23220

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Bellwood Crossing
Name of Owner: Bellwood Crossing LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on February 2022 (date).

The following is a brief description of the proposed development:

Development Address:
8075 Jefferson Davis Hwy, Richmond, VA 23237

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>92</u>	# units	<u>2</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>392 - 970</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>470 - 1,190</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>542 - 1,250</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

Bellwood Crossing will be an apartment community of 92 multifamily units for the general population.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at ~~(324) 666-3587~~. (336) 669-3587

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,



Charlie Heritage

Name

Manager

Title

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By: 

Printed Name: Damon Duncan

Title: CEO

Phone: (804) 780-4200

Date: 3/9/2020

Track Another Package +

Tracking Number: EJ168825750US

[Remove X](#)

Scheduled Delivery by

FRIDAY

6

MARCH
2020 ⓘ

by

12:00pm ⓘ

Feedback

 **Delivered**

March 6, 2020 at 10:38 am
Delivered
RICHMOND, VA 23220

Get Updates ▾

Text & Email Updates



Proof of Delivery



Tracking History



March 6, 2020, 10:38 am

Delivered

RICHMOND, VA 23220

Your item was delivered at 10:38 am on March 6, 2020 in RICHMOND, VA 23220. The item was signed for by K JONES.

March 6, 2020, 10:32 am

Out for Delivery
RICHMOND, VA 23220

March 6, 2020, 10:21 am

Arrived at Post Office
RICHMOND, VA 23232

March 6, 2020, 9:10 am

Arrived at USPS Regional Destination Facility
RICHMOND VA DISTRIBUTION CENTER

March 5, 2020, 8:48 pm

Departed USPS Regional Facility
GREENSBORO NC DISTRIBUTION CENTER

March 5, 2020, 7:01 pm

Arrived at USPS Regional Origin Facility
GREENSBORO NC DISTRIBUTION CENTER

March 5, 2020, 3:32 pm

USPS in possession of item
GREENSBORO, NC 27409

Feedback

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

M

Locality CEO Response
Letter



Chesterfield County, Virginia

Joseph P. Casey, Ph.D., County Administrator
9901 Lori Road – P.O. Box 40 – Chesterfield, VA 23832-0040
Phone: (804) 748-1211 – Fax: (804) 717-6297 – Internet: chesterfield.gov

BOARD OF SUPERVISORS

LESLIE A. T. HALEY, CHAIR
Midlothian District

KEVIN P. CARROLL, VICE CHAIR
Matoaca District

JIM A. INGLE
Bermuda District

CHRISTOPHER M. WINSLOW
Clover Hill District

JAMES M. "Jim" HOLLAND
Dale District

March 3, 2020

JD Bondurant
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220

VHDA Tracking Number: 2020-C-40
Development Name: Bellwood Crossing
Name of Owner/Applicant: Bellwood Crossing LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Chesterfield County. Accordingly, Chesterfield County supports the allocation of the federal housing tax credits requested by Bellwood Crossing LLC for this development.

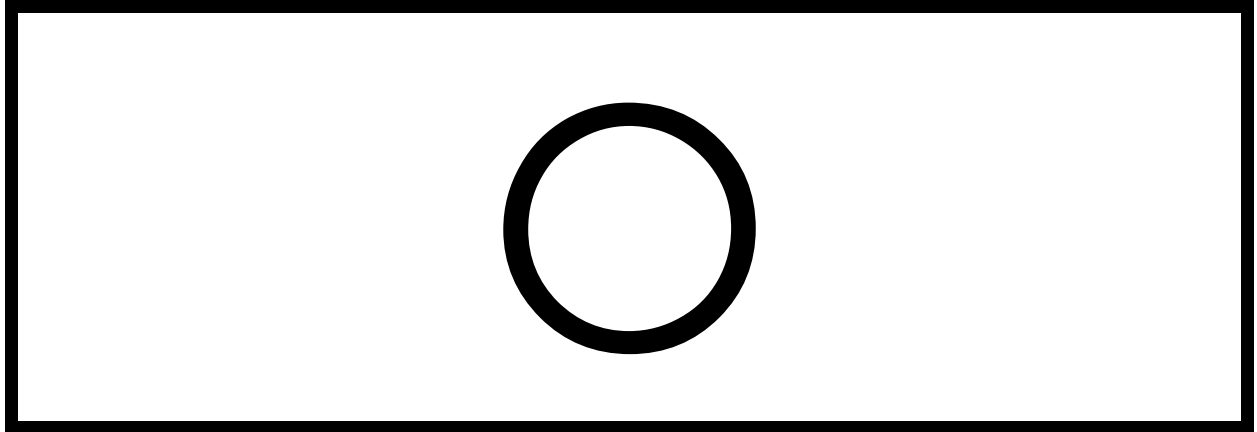
Yours Truly,

Joseph P. Casey, Ph.D.
County Administrator

N

Homeownership Plan

This deal does not require
information behind this tab.



Plan of Development
Certification Letter

This deal does not require
information behind this tab.

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

1/30/2020

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

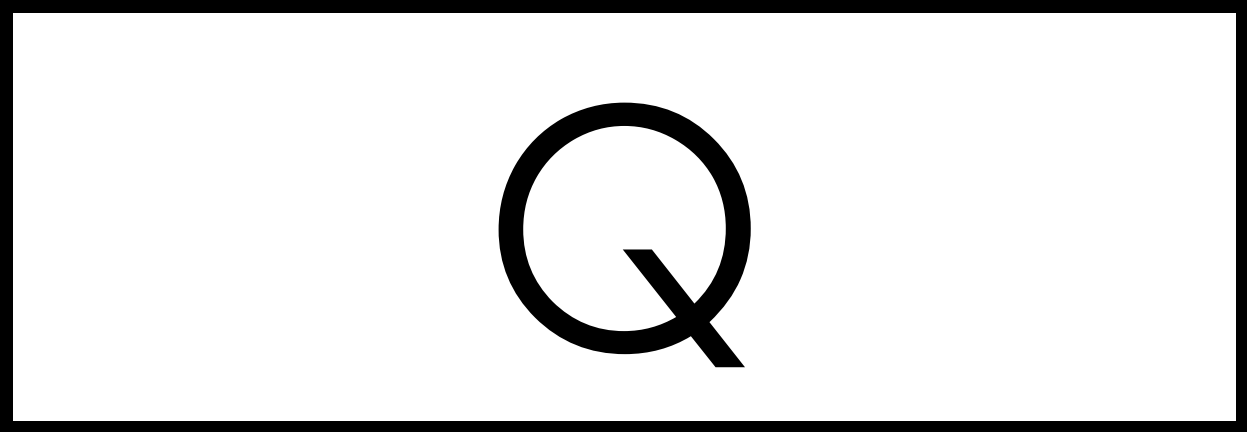
See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	28 Fore, Richard L.	55 Mirmelstein, George
2 Asarch, Chad	29 Franklin, Wendell C.	56 Nelson, IV, John M.
3 Arista, Roberto	30 Friedman, Mitchell M.	57 Orth, Kevin
4 Barnhart, Richard K.	31 Gardner, Mark E.	58 Page, David
5 Baron, Richard	32 Gunderman, Timothy L.	59 Parent, Brian
6 Bennett, Vincent R.	33 Haskins, Robert G.	60 Park, Richard A.
7 Burns, Laura P.	34 Heatwole, F. Andrew	61 Park, William N.
8 Chapman, Tim	35 Honeycutt, Thomas W.	62 Pasquesi, R.J.
9 Cohen, Howard Earl	36 Hunt, Michael C.	63 Pedigo, Gerald K.
10 Connelly, T. Kevin	37 Iglesias, Adrian	64 Poulin, Brian M.
11 Connors, Cathy	38 Jester, M. David	65 Queener, Brad
12 Copeland, M. Scott	39 Johnston, Thomas M.	66 Ripley, F. Scott
13 Copeland, Robert O.	40 Jones Kirkland, Janice	67 Ripley, Ronald C.
14 Copeland, Todd A.	41 Kirkland, Milton L.	68 Ross, Stephen M.
15 Cordingley, Bruce A.	42 Kittle, Jeffery L.	69 Salazar, Tony
16 Counselman, Richard	43 Koogler, David M.	70 Sari, Lisa A.
17 Crosland, Jr., John	44 Koogler, David Mark	71 Sinito, Frank T.
18 Curtis, Lawrence H.	45 Lancaster, Dale	72 Stockmaster, Adam J.
19 Daigle, Marc	46 Lawson, Phillip O.	73 Stoffregen, Phillip J.
20 Dambly, Mark H.	47 Lawson, Steve	74 Surber, Jen
21 Deutch, David O.	48 Leon, Miles B.	75 Valey, Ernst
22 Dischinger, Chris	49 Lewis, David R.	76 Uram, David
23 Douglas, David D.	50 Margolis, Robert B.	77 Wilson, Stephen
24 Edmondson, Jim	51 McCormack, Kevin	78 Woda, Jeffrey J.
25 Ellis, Gary D.	52 McNamara, Michael L.	79 Wohl, Michael D.
26 Fekas, William L.	53 Melton, Melvin B.	80 Wolfson, III, Louis
27 Fitch, Hollis M.	54 Midura, Ronald J.	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

1 AHC, Inc.
2 Alexandria RHA
3 Arlington Partnership for Affordable Housing (APAH)
4 Atlantic Housing Foundation, Inc.
5 Better Housing Coalition
6 Buckeye Community Hope Foundation
7 Community Housing Partners
8 Community Housing, Inc.
9 ElderHomes (dba Project: Homes)
10 Enterprise Homes, Inc
11 Fairfax County RHA
12 Homes for America, Inc.
13 Humanities Foundation, Inc.
14 Huntington Housing, Inc.
15 Newport News RHA
16 NHT Communities
17 Norfolk Redevelopment Housing Authority
18 People Incorporated
19 Piedmont Housing Alliance
20 Preserving US, Inc.
21 Portsmouth RHA
22 RHA/Housing, Inc.
23 Rush Homes
24 The Community Builders
25 Virginia Supportive Housing
26 Virginia United Methodist Housing Development Corporation
27 Wesley Housing Development Corporation
28 LEDIC Realty Company, LLC



Q

Documentation of Rental
Assistance

Board of Commissioners
Veronica G. Blount, Chairman

Neil S. Kessler
Marilyn B. Olds
Elliott M. Harrigan
Samuel S. Young, Jr.
Jonathan Coleman
Robley S. Jones
Robert J. Adams



March 9, 2020

Chief Executive Officer
Damon E. Duncan
901 Chamberlayne Parkway
P.O. Box 26887
Richmond, VA 23261-6887
804-780-4200
Fax 804-780-8712
TTY: Dial 7-1-1
www.rrha.com

Charlie Heritage
South Creek Development, LLC
7204 West Friendly Ave., Suite C
Greensboro, NC 27410
charlie@southcreekdevelopment.com

Dear Mr. Heritage:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2020-01 for Project Based Vouchers (PBVs) issued on **January 10, 2020**. In response to your proposal, I am pleased to inform you that you have been awarded **10** PBVs for **Bellwood Crossing** (formerly The Reserve at Bellwood) located at **8075 Jefferson Davis Hwy, Richmond, VA 23237**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 4, 2020 - September 3, 2022 (30 months) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through VHDA, then this commitment is contingent upon the receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2020.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Arthur J. Walker, CPPO
Director of Procurement and Contract Administration

cc/ file

March 5, 2020

South Creek Development, LLC
7204 West Friendly Drive
Greensboro, NC 27410
Re: Development Name: Bellwood Crossing
Owner/Applicant: Bellwood Crossing LLC
Dear Mr. Schryver:

As authorized by the Code of Virginia §58.1-3219, Chesterfield County established a deferral of real estate taxes incentive program that offers grants for projects that (1) promote the goals and objectives of a designated special area plan, (2) invest at least \$5 million, and (3) do so in one of the targeted zones. Under this program, the development would receive 80% of its incremental real estate taxes back in a grant for the first seven years, and then would decrease to 60%, 40%, and 20%, respectively, for the final three years of the ten-year grant period.

Bellwood Crossing LLC applied for the grant and is located within the geographical boundaries of the grant eligibility area. Based on our review, the development qualifies for incentive program. Bellwood Crossing LLC will receive a deferral on a portion of the real estate tax increases based on the incentive program described above and it is our intention to provide the real estate tax abatement. Bellwood Crossing LLC will assist in the revitalization, rehabilitation, and redevelopment of the surrounding community. As evidenced by approving the real estate tax abatement, it is our belief that the development will address the community's need for affordable housing; particularly benefiting the local workforce populations of our community and encourage further revitalization and redevelopment in the surrounding area.

Please let me know if I can be of further assistance.

Sincerely,



H. Garrett Hart III, CEcD
Director

R

Documentation of
Operating Budget



March 6, 2020

Andy Schryver
South Creek Development, LLC
7204 W Friendly Ave
Greensboro, NC 27410
andy@southcreekdevelopment.com

RE: Preliminary Utility Allowance for Bellwood Crossing

Dear Mr. Schryver,

Please see the following Preliminary Utility Allowance (UA) for Bellwood Crossing located in Richmond, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Chesterfield County	Trash:	N/A
Sewer:	Chesterfield County		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE		
Utilities	Utility Type	Paid by	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$ 14	\$ 16	\$ 19
Air Conditioning	Electric	Tenant	\$ 6	\$ 8	\$ 9
Cooking	Electric	Tenant	\$ 5	\$ 7	\$ 8
Lighting	Electric	Tenant	\$ 22	\$ 26	\$ 31
Hot Water	Electric	Tenant	\$ 13	\$ 15	\$ 18
Water	-	Tenant	\$ 14	\$ 17	\$ 20
Sewer	-	Tenant	\$ 20	\$ 24	\$ 27
Trash	-	Owner	\$ -	\$ -	\$ -
Total UA for costs paid by tenant			\$ 94	\$ 113	\$ 132

**Allowances only for Bellwood Crossing as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.*

Sincerely,

Rob McRaney
Business Relations Manager

S

Supportive Housing
Certification

This deal does not require
information behind this tab.

T

Funding Documentation



**Department of Community Enhancement
Chesterfield County, Virginia**

9800 Government Center Pkwy – P.O. Box 40 – Chesterfield, VA 23832
Phone (804) 717-6001 – chesterfield.gov/enhancement

**Daniel Cohen
Director**

March 5, 2020

Andy Schryver
South Creek Development, LLC
7204 West Friendly Avenue, Suite C
Greensboro, NC 27410

*Re: Revitalization Area Status / Cash Proffer Policy: Bellwood Crossing Apartments
8001-8075 Jefferson Davis Highway and 2535 Myron Avenue*

Dear Mr. Schryver:

Under the County's current cash proffer policy, the County will waive the right to accept road cash proffers from a developer if, based upon certain criteria, the County determines that the proposed development is located in an area in need of revitalization. The County has determined that the subject property located at 8001-8075 Jefferson Davis Highway and 2535 Myron Avenue is located within such a revitalization area. Based on the County formula for calculating road cash proffers, the estimated value of the waived proffers is \$864,800.

Sincerely,

Daniel Cohen
Director of Community Enhancement

Bellwood Crossing

Explanation of Project Based Voucher (PBV) rent overhang as shown on the Cash Flow Page of the LIHTC application

Bellwood Crossing was awarded 10 PBV from Richmond Redevelopment & Housing Authority (RRHA)

The project based voucher rents are higher than the 50% LIHTC rents creating an estimated rent overhang as shown in the table below:

Bedrooms	Voucher Rent	50% LIHTC Rent	PBV Rent Overhang/Month	PBV Rent Overhand/ Year	# of Units	Totals
1	\$ 808	\$ 716	\$ 92	\$ 1,104	5	\$ 5,520
2	\$ 895	\$ 859	\$ 36	\$ 432	5	\$ 2,160
Total Included in Other Income On Cash Flow Page:						\$ 7,680

U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

This deal does not require
information behind this tab.



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

Prepared by and Return to:

Williams Mullen
200 South 10th Street
Suite 1600
Richmond, VA 23219

TPIN:

REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT

THIS REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), made and entered into as of March 11, 2020, by and between BELLWOOD CROSSING LLC, a Virginia limited liability company ("Seller"), and PEOPLE INCORPORATED HOUSING GROUP, a Virginia nonstock, nonprofit corporation ("Purchaser"), provides as follows:

RECITALS:

- A. Seller is the owner of, or has agreed to purchase, the "Property" (as hereafter defined).
- B. Subject to the terms and conditions hereafter set forth, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, the exclusive right and right of first refusal to purchase the Property, on the terms as hereafter provided.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and undertakings herein set forth, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and covenant and agree as follows:

1. **DEFINITIONS.** In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

A. "Operating Agreement" shall mean the Amended and Restated Operating Agreement of the Seller, as the same may be amended from time to time.

B. "Property" shall mean that certain piece or parcel of real estate located generally at 8009, 8011, 8031, 8045 and 8075 Jefferson Davis Highway, Richmond, Chesterfield County, Virginia, and more particularly described on Exhibit A, attached and made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to the Property, together with all buildings and improvements located on the Property, including, without limitation, the multi-family apartment building to be known as Bellwood Crossing (the "Improvements"), together with all mechanical systems, fixtures, equipment, compressors, engines, elevators and escalators, all electrical systems, fixtures and equipment,

heating fixtures, systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.

C. "Settlement" shall mean the closing of the purchase and sale of the Property pursuant to the provisions of this Agreement, which shall occur on the Settlement Date.

D. "Settlement Date" shall mean that certain date thirty (30) days after the exercise of the Right of First Refusal, or such extended date as may be agreed in writing by Seller and Purchaser.

E. "Compliance Period" shall mean the "compliance period" set forth in the Rules and Regulations for Allocation of Low-Income Housing Tax Credits, 13 VAC 10-180 et seq, as published in the Virginia Housing Development Authority, Low-Income Housing Tax Credit Program, 2020 Application Manual, including all amendments thereto and clarifications thereof (the "Regulations"), and as set forth in the Seller's application for a reservation of a low-income housing tax credits pursuant to the Regulations.

2. **GRANT OF RIGHT OF FIRST REFUSAL.** Upon the terms and conditions hereafter set forth, Seller hereby grants to Purchaser the exclusive right and right of first refusal (the "Right of First Refusal") to purchase from Seller the Property.

3. **DURATION OF THE RIGHT OF FIRST REFUSAL.** On or before a date that is one hundred eighty (180) days prior to the expiration of the Compliance Period, Seller shall give written notice to Purchaser of Purchaser's right to exercise the Right of First Refusal, which shall be deemed the Seller's intent to sell the Property (the "Exercise Notice"). The term of the Right of First Refusal shall begin on the date Seller gives to Purchaser the Exercise Notice, but may only be exercised after the expiration of the Compliance Period and shall end three hundred and sixty-five (365) days after the last day of the Compliance Period (the "Right of First Refusal Period"). Such period shall extend for one day for any delay in the delivery of the Exercise Notice. Purchaser shall not have the right to exercise the Right of First Refusal at any time before the end of the Compliance Period or after the Right of First Refusal Period.

4. **EXERCISE OF THE RIGHT OF FIRST REFUSAL.** Purchaser may elect to exercise the Right of First Refusal at any time during the Right of First Refusal Period by giving written notice of exercise to Seller. If the Right of First Refusal is exercised as provided herein, this Agreement shall become and constitute a binding contract for the purchase and sale of the Property on the terms and conditions hereafter set forth.

5. **PURCHASE AND SALE OF THE LAND.** If the Right of First Refusal is exercised as provided herein, then, upon the terms and conditions hereafter set forth, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to acquire and purchase the Property from Seller.

6. **PURCHASE PRICE.**

A. Amount of Purchase Price Under the Right of First Refusal. The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be an amount equal to the sum of (i) the principal amount of outstanding indebtedness secured by the Property, all other loans from Seller's partners or its affiliates, any accrued interest on any of such debts plus any and all payments, costs, sums, charges and liabilities owed to such lenders, under the terms of the Operating Agreement provided to the Purchaser (the "Indebtedness"), (ii) the Exit Taxes, and (iii) amounts owed to the Seller's investor members under the terms of the Operating Agreement ("Investor Member Payables"). For purposes of this Agreement, "Exit Taxes" shall mean all Federal, state and local taxes attributable to such sale, including those incurred or to be incurred by Seller's investor members and their partners or members. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and Exit Taxes for the purpose of calculating the Purchase Price. In no event shall the Purchase Price be less than the minimum purchase price defined in Section 42(i)(7)(B) of the Internal Revenue Code.

B. Payment of Purchase Price. The Purchase Price shall be payable at the Settlement in cash, by wire transfer or by cashier's or certified check.

7. **SETTLEMENT.** Settlement shall occur on the Settlement Date in the offices of Seller's attorney, or at such other place as the parties may agree in writing. Possession of the Property shall be given to Purchaser at Settlement. Except as otherwise provided in this Agreement, Purchaser agrees to accept the Property at Settlement in "as is" condition.

8. **TITLE.** Within ten (10) days after the effective exercise of the Right of First Refusal, Purchaser shall, at its expense, cause an examination of title to the Property to be made and shall advise Seller of those exceptions to title to the Property that render such title unmarketable. Any exceptions to title to the Property that do not render such title unmarketable, or of which Purchaser does not so notify Seller, shall hereafter be referred to as "Permitted Exceptions". Within ten (10) days after receiving such notice from Purchaser, Seller shall notify Purchaser of Seller's election (i) to cure such exceptions, in which event Seller shall cure such exceptions promptly and at its expense, or (ii) not to cure such exceptions, in which event Purchaser shall either waive such condition and proceed to purchase the Property as provided herein or terminate this Agreement. If Purchaser so elects to terminate, this Agreement shall be of no further force and effect and the parties shall have no further rights or obligations hereunder. If Seller elects to remove, or cause the removal of, title exceptions as provided herein, the Settlement Date shall, if agreed by Purchaser, be extended for such time as Seller and Purchaser may agree. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

9. **DUE DILIGENCE.**

A. Purchaser's Tests and Inspections. Purchaser shall have the right during the Right of First Refusal Period and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at its expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects. During the Right of First Refusal Period, Seller agrees to make available to Purchaser for inspection any and all engineering studies and surveys relating to the Property that are in Seller's possession and control. Purchaser agrees to indemnify against and

hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, attorneys' fees, arising from entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser. Purchaser, at its own expense, shall promptly repair any damage to the Property caused by Purchaser's tests, surveys, studies and due diligence.

B. Copies of Tests and Studies. Purchaser shall deliver to Seller copies of the written results of such tests, surveys, studies and due diligence obtained during the Right of First Refusal Period.

C. Survey. Purchaser, at Purchaser's Right of First Refusal and expense, may arrange for the preparation of a survey of the Property (the "Survey") prior to Settlement.

10. SETTLEMENT DELIVERIES.

A. Seller's Deliveries. At Settlement, Seller shall deliver to Purchaser all of the following documents and instruments each of which shall have been duly executed on behalf of Seller, where appropriate.

1. A special warranty deed (the "Deed") dated as of the Settlement Date conveying fee simple title to the Property free and clear of any monetary liens on the Property but subject to the Permitted Exceptions.

2. Appropriate resolutions or other consents of the Seller, authorizing (a) the execution of this Agreement on behalf of Seller and all other documents and instruments to be executed by Seller hereunder, and (b) the performance by Seller of Seller's obligations hereunder and under each of the other documents and instruments referred to herein.

3. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates.

4. The originals of all leases affecting the Property (the "Leases").

5. An assignment and assumption agreement dated as of the Settlement Date assigning to Purchaser the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller on or before the Settlement Date.

6. Tenant notification letters, dated as of the Settlement Date, notifying the tenants of the Property that the Property has been sold to Purchaser and directing such tenants to pay rentals to Purchaser (or Purchaser's designated agent).

7. An amount of cash (or a settlement statement credit adjustment) equal to the sum of the tenants' security deposits held by Seller.

B. Purchaser's Deliveries. At Settlement, Purchaser shall pay or deliver to Seller all of the following (each of which shall have been duly executed on behalf of Purchaser, where appropriate).

1. Appropriate resolutions or certificates of Purchaser, authorizing (a) the execution of this Agreement on behalf of Purchaser and all other documents and instruments to be executed by Purchaser hereunder, and (b) the performance by Purchaser of Purchaser's obligations hereunder and under each of the other documents and instruments referred to herein.

2. The Purchase Price as provided in Section 6 hereof.

11. **SETTLEMENT COSTS: PRORATED ITEMS AND ADJUSTMENTS.**

A. Settlement Costs. Purchaser shall pay all costs of closing and transfer of the Property including the cost of the Survey, the title examination and the title insurance premium, all legal fees and all recording taxes and fees in connection with the recordation of the Deed.

B. Prorations. At Settlement, the following adjustments and prorations shall be computed as of the Settlement Date, and, as hereafter set forth, the cash portion of the Purchase Price shall be adjusted to reflect such prorations:

1. All rents from the Property (including without limitation, any pro rata payments by tenants with respect to taxes, operating expenses and utility fees) earned and attributable to the period prior to and including the Settlement Date will be retained by Seller to the extent that such rents have been collected on or before the Settlement Date. Rents (including any such pro rata payments) earned and attributable to the period after the Settlement Date will be paid to Purchaser, and, if received by Seller, will be paid by Seller promptly to Purchaser. Rents received by Purchaser within ninety (90) days after Settlement that were earned and attributable to the period prior to and including the Settlement Date will be paid promptly to Seller; provided, however, that all rents received by Purchaser shall be credited to the obligations of tenants in direct order of maturity, beginning with the first due.

2. At Settlement, Seller, at no expense to Purchaser, shall transfer to Purchaser (i) in cash, all security and other deposits and fees as to the Leases and all interest required by law or by the Leases to be accrued or paid thereon, and (ii) all rights to such deposits and fees owed by Tenants pursuant to the Leases but not paid to Seller.

3. Real property taxes shall be apportioned between Purchaser and Seller as of the Settlement Date based on the ratio of the number of days in the tax period for which such taxes are paid to the number of days in such period (a) before and including the

Settlement Date (with respect to which Seller shall be responsible) and (b) after the Settlement Date (with respect to which Purchaser shall be responsible). All special assessments and other similar charges that have become a lien upon all or any portion of the Property as of the Settlement Date shall be apportioned as of the Settlement Date in the same manner as real property taxes. If after Settlement any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments.

4. All prepayments or payments made or payments due under the management, service and other agreements assumed by Purchaser shall be prorated as of the Settlement Date in the manner provided in subparagraph 3 hereof for the proration of real property taxes.

5. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated and adjusted as of the Settlement Date in the manner provided in subparagraph 3 hereof. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. Seller shall use its best efforts to have the utility meters read on the date preceding the Settlement Date so as to determine the proration of current utility bills. In all cases where the utility company involved will permit, charges for utilities serving the Property shall be billed separately to Seller for the period prior to and including the Settlement Date and to Purchaser for the period after the Settlement Date. Any utility charges not so separately billed shall be prorated as of the Settlement Date. All other income and operating expenses of the Property will be prorated as of the Settlement Date. If after Settlement, any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments.

12. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** To induce Seller to enter into this Agreement and to sell the Property, Purchaser hereby makes the following representations, warranties and covenants as of the date hereof:

A. Authority. Purchaser (i) is duly organized and validly existing, and (ii) has the authority (a) to execute and deliver this agreement and all other documents and instruments to be executed and delivered hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to purchase the Property in accordance with the terms and conditions hereof. All necessary actions have been taken by Purchaser to confer upon the persons executing this Agreement, and all documents that are contemplated hereby on Purchaser's behalf, the power and authority to do so.

B. Qualified Non-Profit Organization. Purchaser is an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and exempt from taxation under Section 501(1) of the Code, whose purposes include the fostering of low-income housing, and is a "qualified non-profit organization" as that term is defined in the Regulations.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties and covenants as of the date hereof:

A. Authority. Seller (i) is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Virginia and (ii) has the power and authority (a) to execute and deliver this Agreement and all other documents and instruments to be executed and delivered by it hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to sell the Property in accordance with the terms and conditions hereof. All necessary actions have been taken to confer upon the person executing this Agreement, and all documents that are contemplated hereby on Seller's behalf, the power and authority to do so.

B. Compliance with Laws. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable statute, law, ordinance, rule or regulation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, overtly threatened against Seller that would prevent the transaction contemplated by this Agreement or that would become a cloud on the title to the Property or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto.

C. Conflict With Other Instruments and Agreements. Neither the execution of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby will conflict with, result in a breach of any term of, or in the termination of, or accelerate any instrument or agreement to which Seller is a party, or by which it may be bound. Seller is not a party to and is not bound by any sales contract, option agreement, right of first refusal agreement or other contract or agreement providing for the sale or other conveyance by Seller of the Property or any portion thereof.

14. **CONDITIONS PRECEDENT.**

A. Conditions for the Protection of Seller. It shall be a condition precedent to Seller's obligation to provide the Exercise Notice, sell the Property and to perform its other obligations hereunder that each and every one of the conditions set forth under this Section 14(A) shall have been satisfied at or before Settlement, and Seller agrees to use reasonable good faith efforts to obtain each of the following.

1. Seller shall have obtained a reservation of Low-Income Housing Tax Credits from the Virginia Housing Development Authority ("VHDA") in connection with the Property and in an amount acceptable to Seller by November 1, 2020.

2. Seller shall have obtained financing in an amount, and on terms, acceptable to Seller for the acquisition of the Property and has acquired the Property by the deadlines established by VHDA, as extended.

3. Seller's manager/managing member, Bellwood Crossing MM LLC (the "Managing Member"), has not been removed in accordance with the terms of the Operating Agreement. Seller shall promptly deliver to Purchaser of any such removal defaults and Purchaser shall be given an opportunity to cure any default by such Managing Member. Any defaults not reasonably subject to a cure, including a failure to timely notify, will not adversely affect the rights of the Purchaser hereunder.

B. The Seller's Right to Terminate. Except as otherwise set forth above, if any condition set forth above is not satisfied within the Compliance Period, Seller shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

15. **CONDEMNATION AND RISK OF LOSS.**

A. Condemnation. In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learns of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately. If a material portion of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written notice to Seller not later than ten (10) days after receipt of notice from Seller, or (b) not to terminate this Agreement and proceed to Settlement, in which event the condemnation proceeds shall be applied as a credit to the Indebtedness.

B. Risk of Loss. The risk of loss or damage to the Property after the exercise of the Right of First Refusal and prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

16. **REAL ESTATE COMMISSION.** Seller and Purchaser each hereby represents and warrants to the other that no broker, finder, real estate agent or other person has acted for or on its behalf in bringing about this Agreement, and each party hereby agrees to indemnify against and hold the other harmless from any claims, demands, losses, damages, liabilities, suits, actions, costs and expenses, including, without limitation, attorneys' fees, incurred in connection with a breach by the indemnifying party of the preceding representation and warranty.

17. **DEFAULT.** If, after the exercise of the Right of First Refusal and prior to Settlement, Purchaser defaults in the performance of any of its obligations under this Agreement, Seller may, at the option of Seller, give Purchaser prompt written notice of such default, and, after ten (10) days written notice thereof (if Purchaser fails to cure such default within such time). Seller shall be entitled to all remedies at law and in equity with respect thereto including, but not limited to, the right to specific performance of this Agreement, and the prevailing party in any such action shall be entitled to recover reasonable attorneys' fees incurred in connection therewith.

18. **GENERAL PROVISIONS.**

A. Completeness and Modification. This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. Assignments. Purchaser may not assign its rights hereunder without the prior written consent of Seller, in Seller's sole discretion. Notwithstanding the above, the Purchaser's rights under this Agreement may be assigned to another "qualified non-profit organization", as defined in Regulations, at the option of the Purchaser, with the approval of the Virginia Housing Development Authority ("VHDA"), or in the event the Purchaser goes out of existence prior to the end of the Compliance Period, at the option of and upon the approval of VHDA.

C. Recordation. In the event the Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia, at the Seller's expense.

D. Survival. Seller's representations, warranties, covenants and agreements made in, or pursuant to, this Agreement shall not survive Settlement and shall merge with the delivery and recordation of the Deed.

E. Governing Law. This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

F. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. Notices. Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail, overnight delivery service, telegram, radiogram or cable, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to such party at such address, whichever shall first occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller: Bellwood Crossing LLC
7204 W. Friendly Avenue
Suite C
Greensboro, NC 27410
Attn: Charles Heritage

If to Purchaser: People Incorporated Housing Group

1173 West Main Street
Abingdon, VA 24210
Attn: Robert G. Goldsmith

H. Incorporation by Reference. All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I. Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K. Waiver. No waiver or purported waiver by Seller shall be valid against Seller unless it is in writing and signed by Seller.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SELLER:

BELLWOOD CROSSING LLC,
a Virginia limited liability company

By: Bellwood Crossing MM LLC
a Virginia limited liability company,
Its Manager

By:  (SEAL)
Charles Heritage, Manager

STATE OF NORTH CAROLINA)
CITY/COUNTY OF Guilford) TO-WIT:

The foregoing instrument was acknowledged before me this 5th day of March, 2020, by Charles Heritage, as Manager of Bellwood Crossing MM LLC, a Virginia limited liability company, Manager of Bellwood Crossing LLC, a Virginia limited liability company, on its behalf.

My Commission expires: 01/15/2023


Notary Public

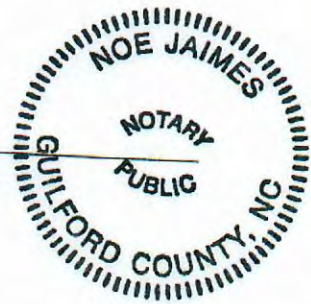


EXHIBIT A
LEGAL DESCRIPTION

See attached

SCHEDULE A

File Number: C07-268

Policy Number: C34-0047659

The Land referred to in this policy is described as follows:

PARCEL I:

All those certain lots or parcels of land lying and being in Bermuda District, Chesterfield County, with all the improvements thereon, known and designated as Lots 1, 2, 3, 4, 5, 6, 9, 10, 11 and 12, in Square C on the plan of Bellwood Addition, a plat of which is recorded in the Clerk's Office, Chesterfield Circuit Court in Plat Book 3, Page 188, to which plat reference is hereby made for a more particular description of said real estate.

PARCEL II:

All of those certain lots of land, situated in the County of Chesterfield, State of Virginia, Magisterial District of Bermuda, the same being designated on a certain plat of that certain tract of land formerly belonging to Jon. P. Branch and F.W. Scott and known as Bellwood Addition and described as follows:

Near the Town of Richmond and being Lot Numbers Seven (7) and Eight (8) in Block C, reference to which plat made by J.C. Brady, Engineer, which said plat or map is recorded in Clerk's Office, Circuit Court of Chesterfield County Book Number 3, at Page 188, is here made for a more perfect and complete description by metes and bounds.

PARCEL III:

All those certain lots, pieces or parcels of land, with all improvements thereon and appurtenances thereto belonging, lying and being in Chesterfield County, Virginia, designated as Lots 26 and 27, in Block C, on plat of Bellwood Addition, made by J.C. Brady, Engineer of record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 3, Page 188, to which reference is hereby made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to The Diamond Group, Inc., a Virginia corporation by deed from VBF, LLC, a Virginia limited liability company, dated January 31, 2008, recorded February 1, 2008 in Deed Book 8175, at Page 0046 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Deed of Trust was corrected and re-recorded February 21, 2008 in Deed Book 8197, page 0632.

04/08/2008 02:47 PM Mandy

Exhibit A

Schedule A

The following addresses and GPIN #s are included in the development of Bellwood Crossing
Parcel I consists of the following properties:

<u>Addresses</u>	<u>GPIN</u>
8075 Jefferson Davis Hwy., Richmond, VA 23237	7926762366
8045 Jefferson Davis Hwy., Richmond, VA 23237	7926760465
8011 Jefferson Davis Hwy., Richmond, VA 23237	7926760271
8009 Jefferson Davis Hwy., Richmond, VA 23237	7926760175
8007 Jefferson Davis Hwy., Richmond, VA 23237	7916769979

Parcel II consists of the following property:

<u>Addresses</u>	<u>GPIN</u>
8001 Jefferson Davis Hwy., Richmond, VA 23237	7916769987

Parcel III consists of the following property:

<u>Addresses</u>	<u>GPIN</u>
2535 Myron Ave., Richmond, VA 23237	7926761487

W

(Reserved)

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____

Name (Print):

Date

BELLWOOD CROSSING
INTERNET SECURITY PLAN

The internet service at Bellwood Crossing will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

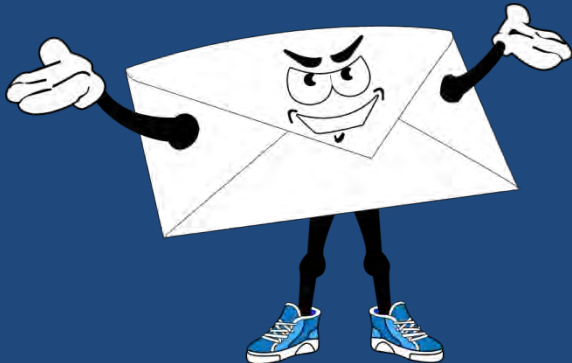
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



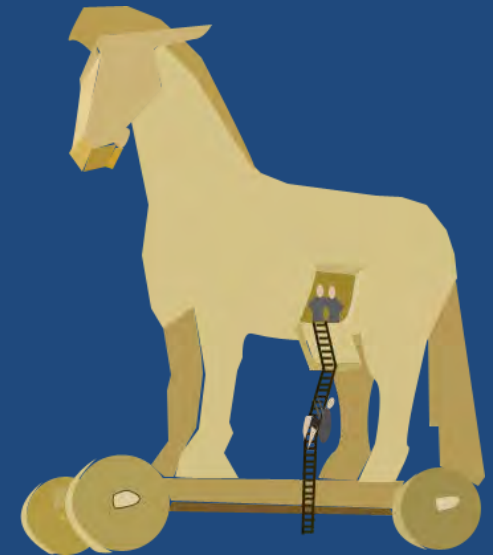
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).

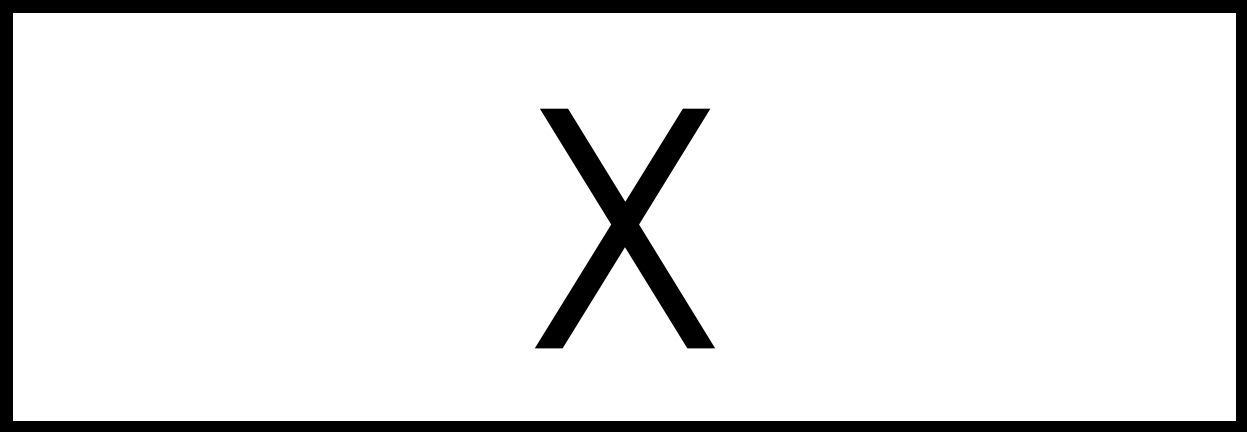


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X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

PARTNERSHIP

PROPERTY // MANAGEMENT

Bellwood Crossing Apartments Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that Bellwood Crossing Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Bellwood Crossing Apartments. Partnership Property Management, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Partnership Property Management will be responsible for the development and management of community and resident services program.

Affirmative Marketing

Partnership Property Management is committed to the letter and the spirit of the Fair Housing Act, which among other things, prohibits discrimination against persons with disabilities. In accordance with statutory responsibilities and management policies, we will make reasonable accommodations in our rules, policies, and practices when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy their housing community. Partnership Property Management, its Officers, Directors, and employees will not discriminate on the basis of Race, Color, Religion, Sex, Handicap, Familial Status, National Origin and in Virginia, those aged 55 and up.

Any employee who has discriminated in the acceptance of a resident will be subject to disciplinary action up to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income, criminal and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. All residents will be provided a copy of a "Residents Resource and Safety Guide," which further explains their Fair Housing rights and Resident Responsibilities. Any resident who has questions not answered by the housing staff will be referred to the Fair Housing Coordinator, Associate Director or the Executive Director of Partnership Property Management.

Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

Networking

Partnership Property Management will contact local centers for independent living, disability services boards and other service organizations via phone and/or printed communication. The contacts will include the following organizations:

- Area Center for Independent Living (804) 353-6503
- Virginia Board for People with Disabilities (804) 786-0016
- Virginia Department for Aging and Rehabilitative Services (804) 662-7000
- Resources for Independent Living, Inc. (804) 353-6503
- Richmond Behavioral Health Authority (804) 819-4100

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

Internet Search

Bellwood Crossing Apartments will also be listed on the following websites:

www.virginiahousingsearch.com

accessva.org

dbhds.virginia.gov

Print Media

Print media sources will also be identified in the Richmond area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents may be offered non-monetary incentives, to be determined, for referring qualified applicants who rent at the property.

Marketing Materials

All printed marketing materials will include the EHO logo and/or statement. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

Brochures or news media coverage –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.

Flyers - Flyers can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.

Resident Referral - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. In

addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program. A non-monetary incentive, such as a microwave, or other unit upgrade may be used to gain referrals.

Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Partnership Property Management encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, Handicap, Familial Status, National Origin or those aged 55 and up.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:00am to 5:00 pm. Applicants will be processed at the Management Office Monday to Friday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, Management will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has an acceptable credit score and no negative rental history and no criminal history outside the pre-established thresholds, then the application may be approved. Final Eligibility approval will be determined by home office Compliance staff.
Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act.

Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a Screening Agency to determine any possible criminal conduct. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be

- denied if;
- There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
-
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Bellwood Landing Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
 - Family composition must be compatible for units available on the property.
 - Applicants must receive satisfactory referrals from previous Landlord.
 - Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
 - Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
 - Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
 - Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
 - Applicants must complete the Application for Lease and all verification forms truthfully.
 - Applicants must provide all information required by current Federal regulations and policies.
 - Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
 - Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
 - Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.

- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be removed from the waiting list.

Target Market Marketing

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.