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# 2022 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 10, 2022**

#### 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  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2022 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 10, 2022**. 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:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.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 Virginia Housing LIHTC Allocation Department staff.**

### Disclaimer:

Virginia Housing 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 Virginia Housing.

### 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 Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto:john.david.bondurant@virginiahousing.com">john.david.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto:pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto:aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518



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## 2022 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 Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study and plans & specifications) <b>(MANDATORY)</b>              |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                          |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>   |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>  |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:   |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status  |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)  |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>  |
|                                     | Tab K: Documentation of Development Location:   |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification   |
| <input checked="" type="checkbox"/> | K.2 Location Map  |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation  |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter  |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter   |
| <input checked="" type="checkbox"/> | Tab N: Homeownership Plan   |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter   |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements  |
| <input type="checkbox"/>            | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property   |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances   |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation  |
| <input type="checkbox"/>            | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing   |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal   |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504   |
| <input checked="" type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds   |
| <input type="checkbox"/>            | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation   |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development  |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification   |

VHDA TRACKING NUMBER

2022 TEB 103

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

4/13/2022

1. Development Name: Dorsey Flats Homes
2. Address (line 1): 1000 Diamond Street  
 Address (line 2): C/O Dorsey Flats Apartments (manager)  
 City: Petersburg State: VA Zip: 23803
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 Petersburg City
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: 8107.00
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** ..... TRUE
10. Development is located in a **Revitalization Area designated by resolution** ..... FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... TRUE  
 (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>TRUE</u> |

Enter only Numeric Values below:

13. Congressional District: 4  
 Planning District: 19  
 State Senate District: 16  
 State House District: 63

Click on the following link for assistance in determining the districts related to this development:

[Link to Virginia Housing'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

See BINS Tab. The project consists of 47 single family homes on 38 nearby vacant lots. The homes will be centrally managed at the Dorsey Flats Apartments (2022 TEB 102) 1000 Diamond S. Petersburg, VA 23803

VHDA TRACKING NUMBER

2022 TEB 103

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

4/13/2022

## 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: Kenneth Miller

Chief Executive Officer's Title: City Manager

Phone: (804)733-2301

Street Address: 135 Union St.

City: Petersburg

State: VA

Zip: 23803

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

Reggie Tabor / Cynthia Boone (804)733-2308

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

Chief Executive Officer's Name:

Chief Executive Officer's Title:

Phone:

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:

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)**Skip to Number 4 below.****2. Type(s) of Allocation/Allocation Year**

Definitions of types:

a.

**Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2022.

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, 2022, 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 2022 credits pursuant to Section 42(h)(1)(E).**3. Select Building Allocation type:****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.

Name of companion development:

a. Has the developer met with Virginia Housing 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?

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.)

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire).

TRUE

**In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. More details will be provided.**

**C. OWNERSHIP INFORMATION**

NOTE: Virginia Housing 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 Virginia Housing 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: PB Petersburg Owner II LLC

Developer Name: PB Petersburg Developer II LLC

Contact: M/M ▶ Mr. First: Avram MI:  Last: Fechter

Address: 1888 Main St. Ste C 163

City: Madison St. ▶ MS Zip: 39110

Phone: (202) 236-4402 Ext.  Fax:

Email address: Afechter@equityplusllc.com

Federal I.D. No. 861281339 (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.

Thomas Heinemann Tom@Heinemannconsulting.com (202)276-0455

- 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. a. 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>
Avram Fechter	(202) 236-4402	member	17.640%
Tim McCarty	(601) 506-5025	member	17.640%
Justice Housing Inc.	(978) 835-9563	Managing Member	51.000%
Tom Heinemann	(202) 276-0455	member	9.800%
Matt Summers	(610) 964-7947	Member	17.640%
Steven & Micah Usry	(855) 629-3358	member	17.640%
Ralph Settle	(864) 529-2171	member	3.920%

*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.

- 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)**

**C. OWNERSHIP INFORMATION**

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

**FALSE**

**ACTION:** If true, provide Socially Disadvantaged Certification **(TAB AB)**

**3. Developer Experience:**

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

**FALSE**

a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (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.

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

**FALSE**

b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

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

**FALSE**

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).

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

**FALSE**

d. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. **(Tab P)**

**FALSE**

e. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

**Action:** Provide one 8609 from each qualifying development. **(Tab P)**

**FALSE**

f. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority

**Action:** Provide documentation as stated in the manual. **(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 Virginia Housing 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:

▶ Deed

Expiration Date:

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 Virginia Housing. See QAP for further details.

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

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

b. FALSE ..... 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..... 10/13/2021 .

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: City of Petersburg

Address: 135 Union St.

City: Petersburg St.: VA Zip: 23803

Contact Person: Brian Moore Phone: (804) 618-2292

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.)

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

**ACTION:** Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	Kelly Bissinger	This is a Related Entity.	FALSE
Firm Name:	Vorys	DEI Designation?	FALSE
Address:	1909 K St. NW Suite 900 Washington, DC 20006		
Email:	Kbissinger@vorys.com	Phone:	(202) 467-8844
2. Tax Accountant:	Matt Meeker	This is a Related Entity.	FALSE
Firm Name:	Novogradac	DEI Designation?	FALSE
Address:	3025 N Wooster Ave Dover OH 44662		
Email:	Matt.Meeker@novoco.com	Phone:	(3303) 655-3366
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Ralph Settle	This is a Related Entity.	TRUE
Firm Name:	Beacon Property Services	DEI Designation?	FALSE
Address:	149B West Main St. Spartanburg, SC		
Email:	Rsettle@beaconpsllc.com	Phone:	(864) 529-2171
5. Contractor:	Matt Summers	This is a Related Entity.	TRUE
Firm Name:	AMS Construction	DEI Designation?	FALSE
Address:	120 Climate Dr Pearl, MS 39208		
Email:	Msummers@amscx.com	Phone:	(910) 964-7947
6. Architect:	Bruce Zavos / Tim Bain	This is a Related Entity.	FALSE
Firm Name:	ZAD	DEI Designation?	FALSE
Address:	21 Byte Court Suite I Frederick, MD 21702		
Email:	tbain@zavosarchitecture.com	Phone:	(301) 698-0020
7. Real Estate Attorney:	Steve Pettler	This is a Related Entity.	FALSE
Firm Name:	Harrison & Johnston	DEI Designation?	FALSE
Address:	21 S Loudon St. Winchester, VA 22601		
Email:	Pettler@Harrison-Johnston.com	Phone:	(202) 467-8844
8. Mortgage Banker:	Anthony Washington	This is a Related Entity.	FALSE
Firm Name:	Merchants Capital	DEI Designation?	FALSE
Address:	505 9th St NW Washington, DC 20004		
Email:	awashington@merchantscapital.com	Phone:	(202) 412-1994
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

**F. REHAB INFORMATION****1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**

**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal

- b. This development has received a previous allocation of credits..... **FALSE**  
If so, in what year did this development receive credits? .....

- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **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 Virginia Housing 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 Virginia Housing 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**
- 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)

**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:

- |              |    |   |
|--------------|----|---|
| <u>TRUE</u>  | a. | Be authorized to do business in Virginia.   |
| <u>TRUE</u>  | b. | Be substantially based or active in the community of the development.   |
| <u>TRUE</u>  | 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. |
| <u>FALSE</u> | d. | Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.  |
| <u>TRUE</u>  | e. | Not be affiliated with or controlled by a for-profit organization.  |
| <u>TRUE</u>  | f. | Not have been formed for the principal purpose of competition in the Non Profit Pool.   |
| <u>TRUE</u>  | 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 #3.)

**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: Justice Housing Inc.

Contact Person: Carol Noland

Street Address: 800 Main St. Suite 308

City: Belmar

State:  NJ

Zip: 7719

Phone: (973) 835-9563

Contact Email: Cnoland@JusticeHousing.com

**G. NONPROFIT INVOLVEMENT****D. Percentage of Nonprofit Ownership (All nonprofit applicants):**

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

51.0%

**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. See manual for more specifics.

**Action:** Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:**

Justice Housing

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

**FALSE**2. **TRUE**

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 is required to waive the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION****1. General Information**

- |  |         |          |     |
|--|---------|----------|-----|
| a. Total number of <b>all</b> units in development | 47      | bedrooms | 161 |
| Total number of <b>rental</b> units in development | 47      | bedrooms | 161 |
| Number of low-income rental units                  | 47      | bedrooms | 161 |
| Percentage of rental units designated low-income   | 100.00% |          |     |
- 
- |                                       |    |          |     |
|---------------------------------------|----|----------|-----|
| b. Number of new units:.....          | 47 | bedrooms | 161 |
| Number of adaptive reuse units: ..... |    | bedrooms |     |
| 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..... 55,076.00 (Sq. ft.)
- e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... 1,371.00 (Sq. ft.)
- f. Nonresidential Commercial Floor Area (Not eligible for funding)..... 0.00
- g. Total Usable Residential Heated Area..... 53,705.00 (Sq. ft.)
- h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**..... 100.00%
- i. Exact area of site in acres ..... 7.550
- j. Locality has approved a final site plan or plan of development..... TRUE  
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
1BR Elderly	0.00	SF		0
2BR Elderly	0.00	SF		0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	826.00	SF	2	2
2+ Story 3BR Townhouse	1120.00	SF	23	23
2+ Story 4BR Townhouse	1493.00	SF	22	22
			47	47

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)..... 47
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 1

- d. The development is a scattered site development..... TRUE

- e. Commercial Area Intended Use: \_\_\_\_\_

- f. Development consists primarily of : (Only One Option Below Can Be True)

- |   |       |
|---|-------|
| i. Low Rise Building(s) - (1-5 stories with <u>any</u> structural elements made of wood).....         | TRUE  |
| ii. Mid Rise Building(s) - (5-7 stories with <u>no</u> structural elements made of wood).....         | FALSE |
| iii. High Rise Building(s) - (8 or more stories with <u>no</u> 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	FALSE	v. Detached Single-family	TRUE
ii. Garden Apartments	FALSE	vi. Detached Two-family	FALSE
iii. Slab on Grade	FALSE	vii. Basement	FALSE
iv. Crawl space	TRUE		

h. Development contains an elevator(s).

FALSE

If true, # of Elevators.

0

Elevator Type (if known)

i. Roof Type

Pitched

j. Construction Type

Frame

k. Primary Exterior Finish

Vinyl

**4. Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities:

Will have access to amenities at sister development 102 Dorsey Flats Apts

m. Number of Proposed Parking Spaces

47

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 structure
 Notes 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 Virginia Housing'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: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	15.10%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	15.10%
Project Wide Absorption Period (Months)	4

**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 corresponding options selected below.

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

- |       |  |
|-------|--|
| FALSE | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 0.00% | b1. Percentage of brick covering the exterior walls.   |
| 0.00% | b2. Percentage of other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE  | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|       | f. <i>Not applicable for 2022 Cycles</i>   |
| TRUE  | g. Each unit is provided free individual high speed internet access.   |
| or    |  |
| FALSE | 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    |  |
| FALSE | j. Full bath fans are equipped with a humidistat.  |
| FALSE | 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    |  |
| FALSE | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| FALSE | o. All interior doors within units are solid core.   |
| FALSE | 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.   |
|       | r. <i>Not applicable for 2022 Cycles</i>   |
| TRUE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.                  |

**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**)

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

- |         |  |
|---------|--|
| FALSE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 0.00%   | b1. Percentage of brick covering the exterior walls.   |
| 100.00% | b2. Percentage of other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE    | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE    | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|         | f. <i>Not applicable for 2022 Cycles</i>   |
| TRUE    | g. Each unit is provided free individual high speed internet access.   |
| or      |  |
| FALSE   | 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      |  |
| FALSE   | j. Full bath fans are equipped with a humidistat.  |
| FALSE   | 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      |  |
| FALSE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| FALSE   | o. All interior doors within units are solid core.   |
| FALSE   | 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.   |
|         | r. <i>Not applicable for 2022 Cycles</i>   |

**J. ENHANCEMENTS**

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

- |              |  |
|--------------|--|
| <b>FALSE</b> | a. All cooking ranges have front controls.   |
| <b>FALSE</b> | b. Bathrooms have an independent or supplemental heat source.                                    |
| <b>FALSE</b> | c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.  |
| <b>FALSE</b> | d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway. |

**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:

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

**If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.**

**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.)

- |              |                                     |              |                         |
|--------------|-------------------------------------|--------------|-------------------------|
| <b>FALSE</b> | Zero Energy Ready Home Requirements | <b>FALSE</b> | Passive House Standards |
|--------------|-------------------------------------|--------------|-------------------------|

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

- |              |  |
|--------------|--|
| <b>FALSE</b> | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <b>0</b>     | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:                           |

0% of Total Rental Units

4. **TRUE** 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.**

**J. ENHANCEMENTS**

- TRUE** s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

- TRUE** a. All cooking ranges have front controls.
- FALSE** b. Bathrooms have an independent or supplemental heat source.
- TRUE** c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE** d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

**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:

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

**If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.**

**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.)

- |              |                                     |              |                         |
|--------------|-------------------------------------|--------------|-------------------------|
| <b>FALSE</b> | Zero Energy Ready Home Requirements | <b>FALSE</b> | Passive House Standards |
|--------------|-------------------------------------|--------------|-------------------------|

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

- FALSE** a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 0** b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
- 0% of Total Rental Units

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

If not, please explain:

**B3.**

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	Electric Forced Air
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?	TRUE	Heat?	TRUE
Hot Water?	TRUE	AC?	TRUE
Lighting/ Electric?	TRUE	Sewer?	TRUE
Cooking?	TRUE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0		15	20
Air Conditioning	0	0		15	20
Cooking	0	0		10	10
Lighting	0	0		10	10
Hot Water	0	0		10	10
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$60	\$70

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

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

**Warning:** The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.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**)

**FALSE**

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.

**TRUE**

b. Any development in which ten percent (10%) 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 the application for credits.

**For items a or b, 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.
--	--	--

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**)



**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**)

**FALSE**

- 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.

**TRUE**

- b. Any development in which ten percent (10%) 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 the application for credits.

For items a or b, 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.

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**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the

**K. SPECIAL HOUSING NEEDS**

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

(If **True**, Virginia Housing 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: **Petersburg Redevelopment and Housing Authority**

Contact person: **Nathaniel Pride**

Title: **Executive Director**

Phone Number: **(804) 733-2229**

**Action:** Provide required notification documentation **(TAB L)**

b. Leasing preference will be given to individuals and families with children..... **FALSE**  
(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: **47**  
% of total Low Income Units **100%**

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

**Action:** Provide documentation of tenant disclosure regarding Virginia Housing Rental Education **(Mandatory - Tab U)**

**3. Target Population Leasing Preference**

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant's tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

**Primary Contact for Target Population leasing preference.** The agency will contact as needed.

First Name: **Nathaniel**

Last Name: **Pride**

Phone Number: **(804) 733-2200**

Email: **Nathaniel.Pride@petersburgha.org**

**K. SPECIAL HOUSING NEEDS****4. Rental Assistance**

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

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

**FALSE** Section 8 Project Based Assistance

**FALSE** RD 515 Rental Assistance

**FALSE** Section 8 Vouchers

\*Administering Organization: \_\_\_\_\_

**FALSE** State Assistance

\*Administering Organization: \_\_\_\_\_

**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?

**0**

d. Number of units receiving assistance: \_\_\_\_\_

How many years in rental assistance contract? \_\_\_\_\_

Expiration date of contract: \_\_\_\_\_

There is an Option to Renew.....

**TRUE**

**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%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
0	0.00%	50% Area Median	0%
47	100.00%	60% Area Median	2820%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	0%
47	100.00%	<b>Total</b>	60.00%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
0	0.00%	50% Area Median	0%
47	100.00%	60% Area Median	2820%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	0%
47	100.00%	<b>Total</b>	60.00%

**b. The development plans to utilize average income..... FALSE**

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	3 BR - 2 Bath	60% AMI	21		992.00	\$1,345.00	\$28,245
Mix 2	4 BR - 2 Bath	60% AMI	20		1398.00	\$1,477.00	\$29,540
Mix 3	3 BR - 2 Bath	60% AMI	2	2	992.00	\$1,345.00	\$2,690
Mix 4	4 BR - 2 Bath	60% AMI	2	2	1398.00	\$1,477.00	\$2,954
Mix 5	2 BR - 1.5 Bath	60% AMI	1		752.00	\$1,044.00	\$1,044
Mix 6	2 BR - 1.5 Bath	60% AMI	1	1	752.00	\$1,044.00	\$1,044
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0



**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	0.00%	30% Area Median	
0	0.00%	40% Area Median	
0	0.00%	50% Area Median	
47	100.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
47	100.00%	<b>Total</b>	

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
0	0.00%	40% Area Median	
0	0.00%	50% Area Median	
47	100.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
47	100.00%	<b>Total</b>	

- b. The development plans to utilize average income..... **FALSE**  
 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.

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Mix 2	4 BR - 2 Bath	60% AMI	20		1398.00	\$1,477.00	\$29,540
Mix 3	3 BR - 2 Bath	60% AMI	2	2	992.00	\$1,345.00	\$2,690
Mix 4	4 BR - 2 Bath	60% AMI	2	2	1398.00	\$1,477.00	\$2,954
Mix 5	2 BR - 1.5 Bath	60% AMI	1		752.00	\$1,044.00	\$1,044
Mix 6	2 BR - 1.5 Bath	60% AMI	1	1	752.00	\$1,044.00	\$1,044
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0

L. UNIT DETAILS

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
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0

L. UNIT DETAILS

Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
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			47	5			\$65,517

Total Units	47	Net Rentable SF:	TC Units	55,076.00
			MKT Units	0.00
			Total NR SF:	55,076.00

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

**M. OPERATING EXPENSES****Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing				\$5,000
2. Office Salaries				\$65,000
3. Office Supplies				\$0
4. Office/Model Apartment	(type		)	\$0
5. Management Fee				\$34,000
4.52% of EGI		\$723.40	Per Unit	
6. Manager Salaries				\$0
7. Staff Unit (s)	(type		)	\$0
8. Legal				\$5,000
9. Auditing				\$6,000
10. Bookkeeping/Accounting Fees				\$6,000
11. Telephone & Answering Service				\$5,000
12. Tax Credit Monitoring Fee				
13. Miscellaneous Administrative				\$0
<b>Total Administrative</b>				<b>\$126,000</b>

**Utilities**

14. Fuel Oil				\$0
15. Electricity				\$10,000
16. Water				\$11,280
17. Gas				\$0
18. Sewer				\$11,280
<b>Total Utility</b>				<b>\$32,560</b>

**Operating:**

19. Janitor/Cleaning Payroll				\$15,000
20. Janitor/Cleaning Supplies				\$0
21. Janitor/Cleaning Contract				\$5,000
22. Exterminating				\$0
23. Trash Removal				\$0
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$0
27. Grounds Contract				\$0
28. Maintenance/Repairs Payroll				\$0
29. Repairs/Material				\$15,000
30. Repairs Contract				\$0
31. Elevator Maintenance/Contract				\$0
32. Heating/Cooling Repairs & Maintenance				\$0
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$0
35. Decorating/Payroll/Contract				\$0
36. Decorating Supplies				\$0
37. Miscellaneous				\$0
<b>Totals Operating &amp; Maintenance</b>				<b>\$35,000</b>



**M. OPERATING EXPENSES****Taxes & Insurance**

38. Real Estate Taxes	\$45,000
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$17,500
42. Fidelity Bond	\$0
43. Workman's Compensation	\$2,500
44. Health Insurance & Employee Benefits	\$3,500
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$68,500</b>

**Total Operating Expense****\$262,060**

<b>Total Operating Expenses Per Unit</b>	<b>\$5,576</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>34.82%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$29,100</b>
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<b>Total Expenses</b>	<b>\$291,160</b>
-----------------------	------------------

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

## N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	8/4/2021	Equity Plus
b. Site Acquisition	10/13/21, 11/9/2021	Equity Plus
c. Zoning Approval	11/1/2020	Equity Plus
d. Site Plan Approval	4/8/2022	Equity Plus
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	1/15/2021	equity plus
ii. Conditional Commitment	1/30/2021	Merchants
iii. Firm Commitment	2/5/2021	Merchants
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	2/1/2022	CRBT
ii. Conditional Commitment		CRBT
iii. Firm Commitment	3/10/2022	CRBT
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	3/3/2022	Vorys (Developer Legal)
<b>3. IRS Approval of Nonprofit Status</b>	6/1/2019	Justice Housing
<b>4. Closing and Transfer of Property to Owner</b>	10/13/21, 11/9/21	Equity Plus
<b>5. Plans and Specifications, Working Drawings</b>	9/3/2021	ZAD
<b>6. Building Permit Issued by Local Government</b>	04/08/22 (will letter)	City of Petersburg
<b>7. Start Construction</b>	5/1/2022	AMS Construction
<b>8. Begin Lease-up</b>	2/1/2023	Beacon Property Services
<b>9. Complete Construction</b>	12/10/2023	AMS Construction
<b>10. Complete Lease-Up</b>	12/30/2023	Beacon Property Services
<b>11. Credit Placed in Service Date</b>	12/30/2023	AMS Construction

**O. PROJECT BUDGET - HARD COSTS****Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

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.

<b>Must Use Whole Numbers Only!</b>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	7,500,000	0	7,500,000	0
b. Unit Structures (Rehab)		0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	7,500,000	0	7,500,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	0	0	0	0
<b>Total Structure and Land</b>	7,500,000	0	7,500,000	0
r. General Requirements	412,500	0	412,500	0
s. Builder's Overhead	150,000	0	150,000	0
( 2.0% Contract)				
t. Builder's Profit	375,000	0	375,000	0
( 5.0% Contract)				
u. Bonds	80,000	0	80,000	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <u>Cost Cert</u>	7,500	0	7,500	0
z. Other 2: <u></u>	0	0	0	0
aa. Other 3: <u></u>	0	0	0	0
<b>Contractor Costs</b>	<b>\$8,525,000</b>	<b>\$0</b>	<b>\$8,525,000</b>	<b>\$0</b>

O. PROJECT BUDGET - OWNER COSTS

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.		
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"
2. Owner Costs				
a. Building Permit	100,000	0	100,000	0
b. Architecture/Engineering Design Fee \$6,383 /Unit)	300,000	0	300,000	0
c. Architecture Supervision Fee \$532 /Unit)	25,000	0	25,000	0
d. Tap Fees	200,000	0	200,000	0
e. Environmental	20,000	0	20,000	0
f. Soil Borings	12,500	0	12,500	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	7,500	0	7,500	0
i. Market Study	7,500	0	7,500	0
j. Site Engineering / Survey	12,500	0	12,500	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	7,500	0	7,500	0
m. Construction Loan Origination Fee	55,000	0	55,000	0
n. Construction Interest ( 4.5% for 24 months)	500,000	0	250,000	0
o. Taxes During Construction	25,000	0	25,000	0
p. Insurance During Construction	150,000	0	150,000	0
q. Permanent Loan Fee ( 1.0% )	45,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	25,000	0	25,000	0
v. Title and Recording	150,000	0	150,000	0
w. Legal Fees for Closing	200,000	0	0	0
x. Mortgage Banker	75,000	0	0	0
y. Tax Credit Fee	43,350			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment		0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve		0	0	0
ad. Contingency	425,000	0	425,000	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Debt Service Reserve	208,000	0	0	0
(2) Other* specify: Operating Reserve	145,580	0	0	0
(3) Other* specify: Downpayment Reserve	235,000	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
Owner Costs Subtotal (Sum 2A..2(10))	\$2,974,430	\$0	\$1,772,500	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$11,499,430	\$0	\$10,297,500	\$0
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	1,376,948	0	1,376,948	0
<b>4. Owner's Acquisition Costs</b> Land	500			
Existing Improvements		0		
Subtotal 4:	\$500	\$0		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	\$12,876,878	\$0	\$11,674,448	\$0

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:** \$1,349,994

Proposed Development's Cost per Sq Foot	\$234	<b>Meets Limits</b>
Applicable Cost Limit by Square Foot:	\$314	
Proposed Development's Cost per Unit	\$273,965	<b>Meets Limits</b>
Applicable Cost Limit per Unit:	\$303,292	

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
	(A) Cost	"30 % Present Value Credit"	(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction
<b>1. Total Development Costs</b>	12,876,878	0	11,674,448

**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 11,674,448 0

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

a. For QCT or DDA (Eligible Basis x 30%)	3,502,334	0
<i>State Designated Basis Boosts:</i>		
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** 15,176,782 0

**5. Applicable Fraction** 100.00000% 100.00000% 100.00000%

**6. Total Qualified Basis** 0 15,176,782 0  
(Eligible Basis x Applicable Fraction)

**7. Applicable Percentage** 4.00% 4.00% 9.00%

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

**8. Maximum Allowable Credit under IRC §42** \$0 \$607,071 \$0  
(Qualified Basis x Applicable Percentage)  
(Must be same as BIN total and equal to or less than credit amount allowed)

Combined 30% & 70% P. V. Credit \$607,071

**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.					
2.	Merchants Capital			\$7,250,000	Anthony Washington
3.	FHLB			\$500,000	
Total Construction Funding:				\$7,750,000	

- 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.	CRBT			\$7,000,000	\$399,498	4.90%	40	17
2.								
3.	NOI							
4.	Deferred Fee							
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$7,000,000	\$399,498			

- 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.	FHLB			\$500,000	
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$500,000	

**Q. SOURCES OF FUNDS****4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

**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

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$7,250,000
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:

62.10%

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. FALSE

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

b. FALSE

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

**R. EQUITY****1. Equity****a. Portion of Syndication Proceeds Attributable to Historic Tax Credit**

Amount of Federal historic credits		x Equity \$		=	\$0
Amount of Virginia historic credits		x Equity \$		=	\$0

**b. Equity that Sponsor will Fund:**

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$210,000	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

**ACTION:** If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

**Equity Total** \$210,000

**2. Equity Gap Calculation**

a. Total Development Cost		\$12,876,878
b. Total of Permanent Funding, Grants and Equity	-	\$7,710,000
c. Equity Gap		\$5,166,878
d. Developer Equity	-	\$52,183
e. Equity gap to be funded with low-income tax credit proceeds		\$5,114,695

**3. Syndication Information (If Applicable)**

a.	Actual or Anticipated Name of Syndicator:	R4			
	Contact Person:	Paul Connelly	Phone:	(646)576-7660	
	Street Address:	780 3rd Ave. 16th Fl.			
	City:	New York	State:	Zip:	10017

**b. Syndication Equity**

i. Anticipated Annual Credits	\$593,894.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870
iii. Percent of ownership entity (e.g., 99% or 99.9%)	98.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$587,896
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$5,114,695

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$5,114,695

**5. Net Equity Factor**

Must be equal to or greater than 85% 87.0000453444%

**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 Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing 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 Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		\$12,876,878
2. Less Total of Permanent Funding, Grants and Equity	-	\$7,710,000
3. Equals Equity Gap		\$5,166,878
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		87.0000453444%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$5,938,937
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$593,894
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$607,071
8. Requested Credit Amount	For 30% PV Credit:	\$593,894
	For 70% PV Credit:	
Credit per LI Units	\$12,636.0426	
Credit per LI Bedroom	\$3,688.7826	
<b>Combined 30% &amp; 70% PV Credit Requested</b>		<b>\$593,894</b>

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	\$65,517
Plus Other Income Source (list):	\$500
Equals Total Monthly Income:	\$66,017
Twelve Months	x12
Equals Annual Gross Potential Income	\$792,204
Less Vacancy Allowance	5.0%
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$752,594

**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):	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance	0.0%
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$0

**Action:** Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$752,594
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$752,594
d. Total Expenses	\$291,160
e. Net Operating Income	\$461,434
f. Total Annual Debt Service	\$399,498
g. Cash Flow Available for Distribution	\$61,936

**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	752,594	767,646	782,999	798,659	814,632
Less Oper. Expenses	291,160	299,895	308,892	318,158	327,703
Net Income	461,434	467,751	474,107	480,500	486,929
Less Debt Service	399,498	399,498	399,498	399,498	399,498
Cash Flow	61,936	68,253	74,609	81,002	87,431
Debt Coverage Ratio	1.16	1.17	1.19	1.20	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	830,924	847,543	864,494	881,784	899,419
Less Oper. Expenses	337,534	347,660	358,090	368,833	379,898
Net Income	493,390	499,883	506,404	512,951	519,521
Less Debt Service	399,498	399,498	399,498	399,498	399,498
Cash Flow	93,892	100,385	106,906	113,453	120,023
Debt Coverage Ratio	1.24	1.25	1.27	1.28	1.30

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	917,408	935,756	954,471	973,560	993,032
Less Oper. Expenses	391,295	403,034	415,125	427,578	440,406
Net Income	526,113	532,722	539,346	545,982	552,626
Less Debt Service	399,498	399,498	399,498	399,498	399,498
Cash Flow	126,615	133,224	139,848	146,484	153,128
Debt Coverage Ratio	1.32	1.33	1.35	1.37	1.38

Estimated Annual Percentage Increase in Revenue 2.00% (Must be  $\leq$  2%)

Estimated Annual Percentage Increase in Expenses 3.00% (Must be  $\geq$  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:

33

Total Qualified Basis should equal total on Elig Basis Tab

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
1.		1		612 Pegram		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
2.		1		151 St Mark		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
3.		1		521 St Mark		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
4.		4		709 Ann		Petersburg	VA	23803				\$0	\$880,000	12/30/23	100.00%	\$880,000				\$0
5.		2		735 Halifax		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
6.		2		808,811 Halifax		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
7.		3		803 Jones		Petersburg	VA	23803				\$0	\$660,000	12/30/23	100.00%	\$660,000				\$0
8.		1		839-41 Jones		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
9.		1		829 Jones		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
10.		1		804 Jones		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
11.		1		809 Jones		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
12.		2		604 Shore		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
13.		1		408 Shore		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
14.		1		328 Shore		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
15.		1		322 Shore		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
16.		2		425 West		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
17.		1		715 West		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
18.		1		731 West		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
19.		2		716 Harding		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
20.		1		627 Harding		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
21.		1		517 St Matthew		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
22.		1		415 St Matthew		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
23.		3		708-10, 712-14, 716 Kirkham		Petersburg	VA	23803				\$0	\$660,000	12/30/23	100.00%	\$660,000				\$0
24.		1		249 North Carolina		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
25.		1		742 Mount Airy		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
26.		1		742 Blick		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
27.		2		135 Kentucky		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
28.		2		202, 204 Kentucky		Petersburg	VA	23803				\$0	\$440,000	12/30/23	100.00%	\$440,000				\$0
29.		1		1004 Farmer		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
30.		1		852 Rome		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
31.		1		725 Sterling		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
32.		1		919 Wythe		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
33.		1		151 Virginia		Petersburg	VA	23803				\$0	\$220,000	12/30/23	100.00%	\$220,000				\$0
34.												\$0				\$0			\$0	
35.												\$0				\$0			\$0	
47		0 If development has more than 35 buildings, contact Virginia Housing.																		
Totals from all buildings									\$0			\$10,340,000			\$0			\$0		
									\$0			\$10,340,000			\$0					

Number of BINS: 33

**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 Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing'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 Virginia Housing 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 Virginia Housing 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 Virginia Housing 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 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, Virginia Housing 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 Virginia Housing 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 Virginia Housing at its sole discretion.

**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 Virginia Housing 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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
16. that undersigned waives the right to pursue a Qualified Contract on this development.
17. 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, 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: PB Petersburg Owner LLC II  
1888 Main St. C 163  
Madison, MS 39110

By:  
Its:

Partner

(Title)

Thomas Heinemann

8/24/2022





**V. STATEMENT OF ARCHITECT**

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing 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:	Bruce Zavos
Virginia License#:	014536
Architecture Firm or Company:	Zavos Architecture + Design

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 Virginia Housing'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. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing 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

Total:

0.00

## 1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development < no points offered in Cycle 2022 >
- 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/A	0 pts for 2022	0.00
N	0 or 10	0.00
N	0 or 15	0.00
Y	0 or 15	15.00

Total:

15.00

## 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 provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	5.00
N	0 or 20	0.00
0.00%	Up to 40	0.00
N	0 or 5	0.00
N	0 or 10	0.00
12%	0, 20, 25 or 30	20.00
N	0 or 15	0.00
Y	Up to 20	20.00

Total:

45.00

## 3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			16.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.00
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			76.00

## 4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$90,000	\$59,700

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	95.74%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00

## 5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	N	0, 10 or 25	0.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	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 (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			0.00

## 6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	106.99
b. Cost per unit		Up to 100	51.08
Total:			158.07

## 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	Y	0 or 5	5.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			70.00

400 Point Threshold - all 9% Tax Credits  
 300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** **364.07**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	0.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	10.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
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	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>16.00</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
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>

**Total amenities: 16.00**

# X. Development Summary

## Summary Information

## 2022 Low-Income Housing Tax Credit Application For Reservation

<b>Deal Name:</b>	<b>Dorsey Flats Homes</b>
-------------------	---------------------------

<b>Cycle Type:</b>	4% Tax Exempt Bonds Credits	<b>Requested Credit Amount:</b>	\$593,894
<b>Allocation Type:</b>	New Construction	<b>Jurisdiction:</b>	Petersburg City
<b>Total Units</b>	47	<b>Population Target:</b>	General
<b>Total LI Units</b>	47		
<b>Project Gross Sq Ft:</b>	55,076.00	<b>Owner Contact:</b>	Avram Fechter
<b>Green Certified?</b>	TRUE		

**Total Score**  
**364.07**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$7,000,000	\$148,936	\$127	\$399,498
Grants	\$500,000	\$10,638		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$7,500,000	\$159,574	\$136	58.24%
General Req/Overhead/Profit	\$937,500	\$19,947	\$17	7.28%
Other Contract Costs	\$87,500	\$1,862	\$2	0.68%
Owner Costs	\$2,974,430	\$63,286	\$54	23.10%
Acquisition	\$500	\$11	\$0	0.00%
Developer Fee	\$1,376,948	\$29,297	\$25	10.69%
<b>Total Uses</b>	<b>\$12,876,878</b>	<b>\$273,976</b>		

Income	
Gross Potential Income - LI Units	\$792,204
Gross Potential Income - Mkt Units	\$0
Subtotal	\$792,204
Less Vacancy %	5.00%
	\$39,610
<b>Effective Gross Income</b>	<b>\$752,594</b>

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$126,000	\$2,681
Utilities	\$32,560	\$693
Operating & Maintenance	\$35,000	\$745
Taxes & Insurance	\$68,500	\$1,457
<b>Total Operating Expenses</b>	<b>\$262,060</b>	<b>\$5,576</b>
Replacement Reserves	\$29,100	\$619
<b>Total Expenses</b>	<b>\$291,160</b>	<b>\$6,195</b>

Cash Flow	
EGI	\$752,594
Total Expenses	\$291,160
<b>Net Income</b>	<b>\$461,434</b>
Debt Service	\$399,498
<b>Debt Coverage Ratio (YR1):</b>	<b>1.16</b>

Total Development Costs	
Total Improvements	\$11,499,430
Land Acquisition	\$500
Developer Fee	\$1,376,948
<b>Total Development Costs</b>	<b>\$12,876,878</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$234
<b>Applicable Cost Limit/Sq Ft:</b>	\$314
<b>Proposed Cost Limit/Unit:</b>	\$273,965
<b>Applicable Cost Limit/Unit:</b>	\$303,292

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	2
# of 3BR	23
# of 4+ BR	22
<b>Total Units</b>	<b>47</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	47	47
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

## i. Efficient Use of Resources

### Credit Points for 9% Credits:

\* 4% Credit applications will be calculated using the E-U-R TE Bond Tab

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

Combined Max	\$607,071
Credit Requested	\$593,894
% of Savings	2.17%
Sliding Scale Points	7.23

4% Deals EUR Points 106.99
-------------------------------

### Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal's Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 credit points.

For another example, the Applicable Cost by SqFt is \$238 and the deal's Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

Total Costs Less Acquisition	\$12,876,378
Total Square Feet	55,076.00
Proposed Cost per SqFt	\$233.79
Applicable Cost Limit per Sq Ft	\$314.00
% of Savings	25.54%
Total Units	47
Proposed Cost per Unit	\$273,965
Applicable Cost Limit per Unit	\$303,292
% of Savings	9.67%
Max % of Savings	25.54%
Sliding Scale Points	51.08

\$/SF = **\$236.04** Credits/SF = **9.855853** Const \$/unit = **\$181,382.98**

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\*(10,000-35,000)=4

**11000**  
**400**  
**1**

**400**  
**1**

\*REHABS LOCATED IN BELTWAY (\$10,000-\$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-(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
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	0.00	0.00	0.00	0.00	826.00	1,120.00	1,493.00
NUMBER OF UNITS	0	0	0	0	0	2	23	22
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	23,925	26,100	28,275
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	23,925	26,100	28,275
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	23,925	26,100	28,275
PROJECT CREDIT PER UNIT	0	0	0	0	0	8,141	11,039	14,715
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	5.61	56.48	44.90

TOTAL CREDIT PER UNIT POINTS

**106.99**

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

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	23,925	26,100	28,275
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	23,925	26,100	28,275

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

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 Cost Parameter	0	0	0	0	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 BR-TH
Standard Credit Parameter - low rise	0	0	0	0	0	23,925	26,100	28,275
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	23,925	26,100	28,275

**OPERATING AGREEMENT  
OF  
PB PETERSBURG OWNER II LLC**

**THIS OPERATING AGREEMENT** (this “Agreement”), dated as of May 18, 2021 is made and entered into by PB Petersburg MM II LLC, a Virginia limited liability company (the “Member”).

**Recitals**

A. The Member desires to confirm the filing with the State Corporation Commission of the Commonwealth of Virginia (the “State Corporation Commission”) of the Articles of Organization (the “Articles”) on December 23, 2020 of PB Petersburg Owner II LLC, a Virginia limited liability company (the “Company”) pursuant to the Virginia Limited Liability Company Act (Va. Code Ann. § 13.1-1000 *et seq.*) as the same may be amended from time to time (the “Act”).

B. Prior to the date hereof, the Company operated pursuant to an oral agreement since its formation.

C. Prior to the date hereof, the sole member of the Company was EquityPlus Manager LLC, a Mississippi limited liability company (“EPM”);

D. As of the date hereof, EPM has contributed all of its interest in the Company to the Member and has withdrawn from the Company; and

E. The Member desires to enter into this Agreement to (i) govern the affairs and the conduct of the Company and (ii) set forth more fully the rights, obligations and duties of the Member.

**Statement of Agreement**

NOW THEREFORE, it is agreed and stated as follows:

**Section 1. Formation; Member.** The Company was formed upon the filing of the Articles with the State Corporation Commission. The Member shall be the sole “member” of the Company, as defined in the Act. Whether under this Agreement, under any other agreement or obligation by which the Company and/or the Member may be bound, or pursuant to applicable law, any action or inaction taken or omitted to be taken by or with the consent of the Member shall bind the Company. The Member may delegate such power and authority.

**Section 2. Term.** The term of the Company commenced with the filing of the Articles with the State Corporation Commission and shall continue in perpetuity, unless and until the Member determines to dissolve the Company. Upon dissolution the Company shall be



wound up and terminated as provided in the Act, and the Member shall have the authority to wind up the Company.

**Section 3. Capital Contributions.** The Member shall determine the amounts, forms, and timing of capital contributions required of the Member.

**Section 4. Tax Matters.** So long as the Company has only one member, the Company shall be disregarded as an entity separate from its member for income tax purposes, in accordance with Sections 301.7701-1, 301.7701-2 and 301.7701-3 of the regulations promulgated under the Internal Revenue Code of 1986, as amended, and in accordance with the corresponding provisions of state law. The Company shall not be disregarded for any other purpose.

**Section 5. Distributions.** Distributions of cash or property under circumstances not involving the liquidation of the Company, if any, shall be within the discretion of the Member as to amount, form and frequency. Upon the liquidation of the Company, the Member shall have the power to liquidate or to distribute in kind any and all of the assets of the Company.

**Section 6. Liability; Indemnification.**

(a) Except as otherwise required in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no member, manager nor any officer of the Company shall be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager and/or officer of the Company.

(b) Each member, each manager and each officer of the Company (together with each affiliate of any of the foregoing, collectively, the “Covered Persons”), shall have no liability to the Company for any loss suffered by the Company which arises out of any action or inaction of a Covered Person if the Covered Person, in good faith, determined that such course of conduct was in the best interests of the Company and such course of conduct did not constitute gross negligence or willful misconduct of the Covered Person. The Company shall indemnify each Covered Person against, and hold each such Covered Person harmless from, any and all losses, judgments, liabilities, costs, expenses (including reasonable attorneys' fees and other litigation and appeal costs) and amounts paid in settlement of any claims incurred by any of them as a result of any claims and/or demands whatsoever against each such Covered Person relating to any act performed or omitted to be performed by such Covered Person in connection with the Company's business or affairs or otherwise in any way relating to the Company (collectively, the “Expenses”), provided that the same were not the result of gross negligence or willful misconduct on the part of the such Covered Person. Indemnification hereunder shall include, without limitation, payment by the Company, promptly upon demand, of all Expenses incurred in defending a civil or criminal action or proceeding as such Expenses are incurred in advance of the final disposition of such action or proceeding, but only upon receipt of an undertaking by the person or entity indemnified to repay such payment if he shall be adjudicated not to be entitled to

indemnification hereunder. Any such undertaking shall be accepted without reference to the financial capability of the person or entity indemnified to make repayment.

(c) Notwithstanding the provisions of Section 7(b) hereof, a Covered Person shall not be indemnified for liabilities arising under federal or state securities laws unless (i) there has been a successful adjudication on the merits of each count involving securities law violations as to the particular indemnitee; (ii) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee; or (iii) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee and said agreement calls for indemnification.

(d) The Company shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

(e) Notwithstanding anything to the contrary in Sections 7(a), 7(b), 7(c), and 7(d) above, in the event that any provision in any such Sections is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

#### **Section 7. General Provisions.**

(a) **No Third Party Beneficiaries.** None of the provisions of this Agreement shall be construed as existing for the benefit of any creditor of the Company or, other than as set forth in Section 7 hereof, as being enforceable by any party not a signatory hereto. Other than as set forth in Section 7, there shall be no third party beneficiaries of this Agreement.

(b) **Entire Agreement.** This Agreement constitutes the entire “operating agreement” of the Company within the meaning of the Act and contains the entire understanding, agreement and statement of the Member upon the subject matter of this Agreement and may only be amended, changed or waived in a writing signed by the Member. The Member acknowledges that the provisions of the Act shall govern the affairs of the Company and the conduct of its business, except as provided in this Agreement.

(c) **Provisions Binding.** This Agreement shall inure to the benefit of and be binding upon the Member and the Member’s heirs, executors, administrators, successors and assigns.

(d) **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement effective as of the date and year first above written.

**MEMBER:**

**PB Petersburg MM II LLC,**  
a Virginia limited liability company,

By: Avram Fechter  
Name: Avram Fechter  
Title: President

B

Virginia State  
CorporationCommission  
Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, March 3, 2022

This is to certify that the certificate of organization of

### **PB Petersburg Holdings 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: March 3, 2022



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, reading "Bernard J. St. John".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, MARCH 3, 2022

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

**PB Petersburg Holdings LLC**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective March 3, 2022.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Judith Williams Jagdmann". The signature is fluid and cursive, with a large loop at the beginning and end.

Judith Williams Jagdmann  
Commissioner



State Corporation  
Commission

Form  
**LLC1011**  
(Rev. 09/21)

## Articles of Organization of a Virginia Limited Liability Company

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, the undersigned state(s) as follows:

**Article I** The limited liability company's name:

\_\_\_\_\_

(The name must contain the words limited company or limited liability company or the abbreviation L.C., LC, L.L.C., or LLC)

**Article II** A. The name of the LLC's initial registered agent: \_\_\_\_\_

B. The initial registered agent is: **(Mark appropriate box.)**

(1) an INDIVIDUAL who is a resident of Virginia and

- ☐ a member or manager of the LLC.
- ☐ a member or manager of a limited liability company that is a member or manager of the LLC.
- ☐ an officer or director of a corporation that is a member or manager of the LLC.
- ☐ a general partner of a general or limited partnership that is a member or manager of the LLC.
- ☐ a trustee of a trust that is a member or manager of the LLC.
- ☐ a member of the Virginia State Bar.

**OR**

- (2) ☐ a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

**Article III** A. The LLC's initial registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is

\_\_\_\_\_, VA \_\_\_\_\_  
(number/street) (city or town) (zip)

B. The registered office is located in the ☐ county or ☐ city of \_\_\_\_\_

**Article IV** The LLC's principal office address, including the street and number, is

\_\_\_\_\_  
(number/street) (city or town) (state) (zip)

### Signature(s) of Organizer(s):

Signature	Printed Name	Date	Tel. # (optional)	Email Address (optional)
<i>Carol A. Hland</i>				

Business Tel. # (optional)	Business Email Address (optional)

**Required Fee: \$100.00**

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That PB Petersburg Owner II LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the limited liability company was formed on December 23, 2020; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 30, 2021

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission



C

Principal's Previous  
Participation  
Certification  
(MANDATORY)

## **O. Previous Participation Certification**



## Previous Participation Certification Instructions

### General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Definitions:

*Development* - the proposed multifamily rental housing development

*Participants* - the principals who will participate in the ownership of the development

*Principal* - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and



## Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.





## Previous Participation Certification

Development Name:

Dorsey Flats 2022 TEB 103

Name of Applicant (entity):

PB Petersburg Holdings LLC

PB Petersburg Owner II 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 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

**Timothy McCarty**

Printed Name

**March 8, 2022**

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: Dorsey Flats Apts

Name of Applicant: Avram Fechter / PB Petersburg Owner IV

VHDA 2022 TEB 103

## 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Avram Fechter 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	Milestone Senior 4%	Milestone Senior 4% Owner, LLC -- 202-236-4402	Y	32	32	11/8/2019	8/5/2020	N
2	Milestone Senior 9%	Milestone Senior Owner, LLC -- 202-236-4402	Y	28	28	11/8/2019	8/5/2020	N
3	Ox Fibre Apartments	400 Church Street Owner, LLC - 202-236-4402	Y	83	83	Q4 20121		N
4	Hanover 9%	Hanover 9% Owner, LLC -- 202-236-4402	Y	41	41	Q3 2021		N
5	HanTiv 4%	HanTiv 4% Owner, LLC -- 202-236-4402	Y	90	90	Q4 2021		N
6	Robert Smalls	New Spartanburg Owner, LLC -202-236-4402	Y	190	190	Q4 2021		N
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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: 464 464

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



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)
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LIHTC as % of  
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats Homes  
Name of Applicant: PB Petersburg IV LLC  
VHDA: 2022 TEB 103

- 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 2005 (i.e. for the past 15 years)
  - 4 Use separate pages as needed, for each principal.

Principal's Name: Tom Heinemann MH Advisors 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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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)
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# List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats Homes

Name of Applicant: PB Petersburg II LLC

2022 TEB 103

## 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 2005 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Principal's Name: Micah Ustry 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.

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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)
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List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats Homes  
Name of Applicant: PB Petersburg II LLC  
2022 TEB 103

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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Ralph Settles 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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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)
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LIHTC as % of  
Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats HOMES  
Name of Applicant: PB Petersburg li LLC  
2022 TEB 103

- 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 2005 (i.e. for the past 15 years)
  - 4 Use separate pages as needed, for each principal.

Principal's Name: Stephen Usry 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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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)
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LIHTC as % of  
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# List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats Homes  
 Name of Applicant: PB Petersburg II LLC  
 2022 TEB 103

## 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matt Summers 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	Columbia Gardens	Hampstead Columbia Gardens Partners, L.P.	N	188	188	12/16/2015	4/9/2019	N
2	Willow Run	Hampstead Willow Run Partners, L.P.	N	200	200	12/6/2015	4/9/2019	N
3	Ashley Arms	Hampstead Ashley Arms Partners, L.P.	N	100	100	7/3/2014	1/17/2019	N
4	Robert Smalls	New Spartanburg Owner, LLC 202-236-4402	Y	190	190	Q4 2021		N
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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:

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LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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)
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LIHTC as % of  
100% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats Homes  
 Name of Applicant: Tim McCarty/ PBPetersburg Owner II  
 2022 TEB 103

## 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Tim McCarty 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	Milestone Senior 4%	Milestone Senior 4% Owner, LLC -- 202-236-4402	Y	32	32	11/8/2019	8/5/2020	N
2	Milestone Senior 9%	Milestone Senior Owner, LLC -- 202-236-4402	Y	28	28	11/8/2019	8/5/2020	N
3	Ox Fibre Apartments	400 Church Street Owner, LLC - 202-236-4402	Y	83	83	Q4 20121		N
4	Hanover 9%	Hanover 9% Owner, LLC -- 202-236-4402	Y	41	41	Q3 2021		N
5	HanTiv 4%	HanTiv 4% Owner, LLC -- 202-236-4402	Y	90	90	Q4 2021		N
6	Robert Smalls	New Spartanburg Owner, LLC -202-236-4402	Y	190	190	Q4 2021		N
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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: 464 464

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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)
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LIHTC as % of  
100% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Dorsey Flats Homes  
 Name of Applicant: PB Petersurg II LLC  
 2022 TEB 103

## 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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Carol Noland (Justice Housing Inc) 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	Columbia Gardens	Hampstead Columbia Gardens Partners, L.P.	N	188	188	12/16/2015	4/9/2019	N
2	Willow Run	Hampstead Willow Run Partners, L.P.	N	200	200	12/6/2015	4/9/2019	N
3	Ashley Arms	Hampstead Ashley Arms Partners, L.P.	N	100	100	7/3/2014	1/17/2019	N
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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: 488 488

LIHTC as % of  
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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)
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GRAND TOTAL: 488 488

LIHTC as % of  
100% Total Unit

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



**E.A**

**Site Control  
Documentation (PSA)&  
MostRecent Real Estate  
Tax Assessment  
(MANDATORY)**

## AMENDMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS AMENDMENT OF REAL ESTATE PURCHASE AGREEMENT (hereinafter "Amendment") is entered into as of the 4<sup>th</sup> day of August, 2021, by The City of Petersburg, a municipal corporation of the Commonwealth of Virginia (the "Seller"), PB Petersburg Owner LLC, a Virginia limited liability company (the "Assignor") and PB Petersburg Owner II LLC, a Virginia limited liability company (the "Assignee").

### Recitals

A. The Seller and the Assignor are parties to a Real Estate Purchase Agreement dated as of September 1, 2020 (the "Purchase Agreement"), pursuant to which the Assignor agrees to purchase and the Seller agrees to sell the Property pursuant to the Purchase Agreement.

B. All capitalized terms used in this Amendment which are defined in the Purchase Agreement and not otherwise defined in this Amendment have the meanings given in the Purchase Agreement.

C. The Purchase Agreement expired by its terms. The parties hereto wish to reinstate the Purchase Agreement and extend the date by which Closing must occur as set forth herein.

D. The Assignor wishes to assign all of its rights in the Purchase Agreement to Assignee, and the Assignee wishes to assume all of the Assignor's obligations under the Purchase Agreement.

E. The Seller, the Assignor and the Assignee desire to enter into this Amendment to (i) amend the Purchase Agreement as provided below and (ii) provide for the assignment by the Assignor to Assignee, and the assumption by Assignee from Assignor, all of the rights and obligations of the Purchaser under the Purchase Agreement.

### Statement of Amendment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, Assignor and Assignee hereby agree as follows:

1. Paragraph 17. Paragraph 17 is hereby deleted and replaced with the following provision:

17. **Assignment of the Agreement:** This Agreement may not be transferred or assigned without the prior written consent of both parties, except that Purchaser may assign this Agreement to a corporation, partnership, limited liability company, trust or other entity controlled by or under common control with Justice Housing, Inc., an Ohio non-profit corporation or EquityPlus Manager, LLC, a Mississippi limited liability company, with notice to the Seller no less than five (5) business days before any transfer of the Project. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

2. Paragraph 27. Paragraph 27 is hereby deleted and replaced with the following provision:

27. **Reversion Provision:** The Deed for the Property shall contain a reversion provision in accordance with Paragraph 6 of the Development Agreement in favor of the City.

3. Paragraph 14 The notice block to Purchaser is hereby deleted and replaced with the following:

If to the Purchaser:

PB Petersburg Owner II LLC  
c/o EquityPlus Manager, LLC  
Attention: Timothy McCarty and Avram Fechter  
1888 Main Street, Suite C163  
Madison, MS 39110

4. Paragraph 29. A new Paragraph 29 is hereby added to the Purchase Agreement as follows:

The conveyance of this property shall comply in all material respects with the provisions and terms contained in the City Council Ordinance 21-ORD-44 adopted by City Council for the City of Petersburg, Virginia on July 20, 2021 (the "Ordinance"). Notwithstanding the foregoing or anything to the contrary herein, with respect to any conflict between the terms of this Agreement and those described in the Ordinance, the provisions of this Agreement shall control.

5. Closing. Notwithstanding anything contained in the Purchase Agreement to the contrary, Seller, Assignor and Assignee hereby agree that Closing shall take place on or before thirty (30) days after the date of this Amendment. All closing costs associated with this transaction whatsoever, including but not limited to all applicable attorney's fees, brokerage fees, grantor's and grantees taxes shall be the sole responsibility of the Assignor and/or Assignee.

6. Exhibit A. Exhibit A here is hereby deleted and replaced with the Exhibit A attached hereto.

7. Assignment and Assumption. As of the date hereof, Assignor assigns all of the right, title and interest of Assignor as Purchaser under the Purchase Agreement to Assignee. As of the date hereof, Assignee accepts such assignment and assumes all of the obligations of Assignor as developer under the Purchase Agreement, as the Purchase Agreement is amended hereby.

8. Recital. The Recitals are hereby incorporated by reference as if fully set forth herein.

9. Entire Agreement. The Purchase Agreement and this Amendment constitutes the entire agreement between the parties hereto regarding the subject matter hereto and supersedes all prior negotiations regarding the subject matter hereof. This Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any notices given hereunder shall be given in accordance with the notice provisions in the Purchase Agreement.

10. No Conflict. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Purchase Agreement, the provisions of this Amendment will control and the Purchase Agreement will be deemed to be amended hereby. Except as amended by this Amendment, the provisions of the Purchase Agreement remain in full force and effect.

11. Counterparts. This Amendment may be executed in multiple counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so signed, may be relied on by all parties as if the document were a manually signed original and will be binding on the undersigned for all purposes.

*[Remainder of page intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, Seller, Assignor and Assignee have executed this Amendment as of the Effective Date.

**SELLER:**

**THE CITY OF PETERSBURG,**  
a Virginia municipal corporation

By:   
Name: Stuart Turille  
Title: City Manager

**ASSIGNOR:**

**PB PETERSBURG OWNER LLC,** a Virginia  
limited liability company


By: **PB Petersburg MM LLC,** a Virginia  
limited liability company

By:   
Name: Timothy McCarty  
Title: Treasurer

**ASSIGNEE:**

**PB PETERSBURG OWNER II LLC,** a Virginia  
limited liability company


By: **PB Petersburg MM II LLC,** a Virginia  
limited liability company

By:   
Name: Timothy McCarty  
Title: Secretary

## Exhibit A

[See attached]

									Census Tract (state code: 51, County code: 730)
		Parcel ID	Premise	Street	Zip code	Assessed Value	Acreage	Zoning	
	S 44	044-080006	1000	Diamond	23803	\$5,168,100	3.93	PUD	8107.00
1	S 02	030-090003	612	Pegram St	23803	\$14,400	0.43	R-3	8106.00
2	S 03	044-090016	151	St Mark St	23803	\$34,100	0.39	R-2	8107.00
3	S 04	044-050011	521	St Mark St	23803	\$5,000	0.12	R-2	8107.00
4	S 05	030-180009	709	Ann St	23803	\$25,800	0.31	R-3	8106.00
5	S 06	030-200011	735	Halifax St	23803	\$17,400	0.31	R-3	8106.00
6	S 07	030-250011	808	Halifax St	23803	\$10,400	0.2	R-2	8107.00
7	S 08	030-240007	811	Halifax St	23803	\$8,000	0.2	R-3	8106.00
8	S 09	022-350010	334	Harrison St	23803	\$6,900	0.29	R-5	8107.00
9	S 10	030-200018	803	Jones St S	23803	\$18,100	0.29	R-3	8106.00
10	S 11	045-060002	839-41	Jones St S	23803	\$11,800	0.2	R-3	8106.00
11	S 12	030-240011	829	Jones St S	23803	\$11,129	0.19	R-3	8106.00
12	S 13	030-230012	804	Jones St S	23803	\$7,400	0.17	R-3	8106.00
13	S 14	030-240014	809	Jones St S	23803	\$10,100	0.15	R-3	8106.00
14	S 15	030-250003	604	Shore St	23803	\$17,300	0.27	R-2	8107.00
15	S 16	031-390005	408	Shore St	23803	\$6,900	0.15	R-2	8107.00
16	S 17	031-380003	328	Shore St	23803	\$6,600	0.14	R-2	8107.00
17	S 18	031-380004	322	Shore St	23803	\$6,000	0.13	R-2	8107.00
18	S 19	029-150006	425	West St S	23803	\$15,700	0.27	R-3	8106.00
19	S 20	030-090035	715	West St S	23803	\$10,300	0.24	R-3	8106.00
20	S 21	030-090029	731	West St S	23803	\$3,000	0.12	R-3	8106.00
21	S 23	031-250012	716	Harding St	23803	\$7,400	0.22	R-3	8107.00
22	S 25	031-200046	627	Harding St	23803	\$9,000	0.18	R-3	8107.00
23	S 26	030-260005	517	St Matthew St	23803	\$9,400	0.23	R-2	8107.00
24	S 27	031-390009	415	St Matthew St	23803	\$11,800	0.15	R-2	8107.00
25	S 28	045-380033	708-10	Kirkham St	23803	\$6,800	0.22	R-2	8107.00
26	S 29	045-380032	712-14	Kirkham St	23803	\$5,000	0.16	R-2	8107.00
27	S 30	045-380031	716	Kirkham St	23803	\$6,300	0.2	R-2	8107.00
28	S 31	044-110020	249	North Carolina Av	23803	\$6,600	0.21	R-2	8107.00
29	S 32	030-220012	742	Mount Airy St	23803	\$7,800	0.2	R-3	8106.00
30	S 33	031-230009	742	Blick St	23803	\$9,000	0.18	R-3	8107.00
31	S 34	031-200028	135	Kentucky Ave	23803	\$11,000	0.17	R-3	8107.00
32	S 36	031-260036	204	Kentucky Ave	23803	\$5,400	0.12	R-3	8107.00
33	S 37	031-260037	202	Kentucky Ave	23803	\$4,500	0.11	R-3	8107.00
34	S 39	030-040002	1004	Farmer St	23803	\$6,500	0.14	R-3	8104.00
35	S 40	023-400025	852	Rome St	23803	\$7,400	0.14	R-3	8104.00
36	S 41	031-250024	725	Sterling St	23803	\$2,800	0.12	R-3	8107.00
37	S 42	024-270022	919	Wythe St W	23803	\$6,300	0.12	R-3	8104.00
38	S 43	031-320023	151	Virginia Ave	23803	\$6,900	0.11	R-2	8107.00

 Requires zoning adjustments

# E.B

Site Control  
Documentation & Most  
Recent Real Estate Tax  
Assessment

**Deeds**

(MANDATORY)

Prepared by and return to:  
 Stephen L. Pettler, Jr. [VSB No. 44436]  
 Harrison & Johnston, PLC  
 21 South Loudoun Street  
 Winchester, Virginia 22601  
 540-667-1266

Consideration: \$500.00  
 Tax Assessed Value: \$335,500.00  
 Tax Map Nos. SEE EXHIBIT A  
 Title Insurance Underwriter:  
 Chicago Title Insurance  
 Company

**EXEMPTED FROM GRANTOR TAXES UNDER VA. CODE SECTION 58.1-811(C)(4)**

THIS DEED is made as of the 13<sup>th</sup> day of October, 2021, from **CITY OF PETERSBURG, VIRGINIA**, also known as CITY OF PETERSBURG, a municipal corporation, and also known as CITY OF PETERSBURG, a Virginia corporation, as Grantor; to **PB PETERSBURG OWNER II LLC**, a Virginia limited liability company, as Grantee, having a mailing address of 1888 Main Street, Suite C163, Madison, MS 39110-6337.

**RECITALS:**

1. WHEREAS, Grantor and Grantee, have entered into that certain **Development Agreement dated July 21, 2020 by and between Grantor and PB Petersburg Owner LLC**, as amended by the terms of that certain Amendment of Development Agreement dated August 4, 2021 (the original development agreement and amendment are collectively referred to hereinafter as the "Development Agreement"), which terms also reflect the assignment of the interests of PB Petersburg Owner LLC under said Development Agreement to Justice Housing, Inc. and Grantee;

2. WHEREAS, Grantor makes no representation or warranties regarding the condition of the Property conveyed herein, including without limitation, the improvements constituting a portion of the Property or the systems therein, or its development and the property conveyed herein is conveyed in "as is" condition with no warranties of condition, and Grantee acknowledges that the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Grantee has inspected the Property as part of its due diligence investigation and determined the Property is suitable for Grantee's use;

3. WHEREAS Grantee also executes this deed for the purposes noted below, including but not limited to acknowledging inclusion of a possibility of reverter as further described below;

**WITNESSETH:**

That for and in consideration of the sum of **\$500.00**, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple and with Special Warranty of Title, unto the Grantee the following described real property, in gross and not by the acre (the "Property"):

**SEE EXHIBIT A ATTACHED HERETO**

Inclusion of the tax map reference numbers in this Deed is made pursuant to Virginia Code § 17.1-252, is not part of the legal description of the Property, and the Grantor does not make any warranty as to its accuracy.

Without warranty, reference is hereby made to the instruments identified in Exhibit A, the attachments thereto, and the references therein contained for a further and more particular description of the property hereby conveyed. This conveyance is made subject to easements, conditions, and restrictions of record insofar as they may lawfully affect the Property.

This conveyance is made further subject to the terms and conditions of the Development Agreement which, as amended, is incorporated by reference as if set forth fully herein verbatim. This conveyance is made further subject to the terms and conditions of that certain **Memorandum of Agreement, entered** into by and among the Petersburg City School Board, a political subdivision of the Commonwealth of Virginia, Justice Housing Inc., and PB Petersburg Owner II LLC, a Virginia limited liability company, and the City of Petersburg, Virginia, which is also incorporated by reference only, as if set forth fully herein verbatim.

**THIS DEED CONTAINS A POSSIBILITY OF REVERTER.**



**This Deed is subject to Paragraph 6 of the Development Agreement.** In the event of an uncured breach of the terms of the Development Agreement, the Grantee or its assigns will execute and deliver to the Grantor a Deed of Confirmation affirming that title to the property that is subject of such breach has reverted to the Grantor in accordance with this possibility of reverter.

This possibility of reverter is further subject to termination in accordance with certain other terms of the Development Agreement. A termination of this possibility of reverter shall be evidenced by the recordation of a Termination and Release of Possibility of Reverter executed by the Grantor and recorded in the land records of the City of Petersburg, Virginia in conformity with the provisions of the Development Agreement. **Upon the recordation of the Termination and Release of Possibility of Reverter executed by the Grantor, the possibility of reverter shall automatically terminate, and shall have no further force or effect.**

**GRANTEE MAY NOT CONVEY THE PROPERTY CONVEYED IN THIS DEED PRIOR TO "COMPLETION OF CONSTRUCTION" (AS DEFINED IN THE DEVELOPMENT AGREEMENT) WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTOR, PROVIDED THAT THE PROPERTY MAY BE TRANSFERRED TO A PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY CONTROLLED BY OR UNDER COMMON CONTROL WITH GRANTEE OR EQUITYPLUS MANAGER, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, WITH NOTICE TO THE CITY NO LESS THAN FIVE BUSINESS DAYS BEFORE ANY SUCH TRANSFER. COMPLETION OF CONSTRUCTION SHALL OCCUR UPON ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE PROPERTY WHICH SHALL BE EVIDENCED BY THE RECORDATION OF A CERTIFICATE EXECUTED BY THE GRANTOR AND RECORDED IN THE LAND RECORDS OF THE CITY OF PETERSBURG, VIRGINIA ACKNOWLEDGING THE COMPLETION OF CONSTRUCTION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TRANSFER RESTRICTION STATED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY TRANSFER OF THE PROPERTY IN CONNECTION WITH A FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, INCLUDING A TRANSFER TO ANY LENDER THAT HOLDS A DEED OF TRUST ENCUMBERING THE PROPERTY OR ITS DESIGNEE, IN CONFORMITY WITH THE TERMS OF THE DEVELOPMENT AGREEMENT, AND, IN THE EVENT OF A TRANSFER OF THE PROPERTY IN CONNECTION WITH A**

**FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, NO CONSENT OF GRANTOR SHALL BE REQUIRED.**

This Deed shall have the effect of special warranty defined in Virginia Code §§ 55.1-355 and 55.1-356, as amended and in force on this date.

WITNESS the following signatures and seals:

**CITY OF PETERSBURG, VIRGINIA**

By: Stuart Turille (SEAL)  
Name: Stuart Turille  
Title: City Manager

COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY COUNTY OF Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 13 day of October, 2021, by Stuart Turille, as City Manager of the City of Petersburg, a Virginia municipal corporation, on behalf of the same.

Maureen Smith-Scott

Notary Public

Notary registration number: 7892133

My commission expires: 8/31/2024



Maureen Smith-Scott  
Commonwealth of Virginia  
Notary Public  
Commission No. 7892133  
My Commission Expires 8/31/2024

RECEIVED, ACKNOWLEDGED, AGREED, and ACCEPTED:

GRANTEE:

**PB PETERSBURG OWNER II LLC**

By [Signature] (SEAL)

Name: AVRAM FECHTER  
Title: MANAGER

STATE OF Virginia

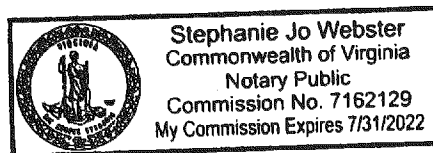
CITY OF Winchester, to-wit:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2021, by Avram Fechter whose name is signed as such as Manager (title) of PB PETERSBURG OWNER II LLC, GRANTEE. Said person ( ☒ ) is personally known to me or ( ) has presented sufficient identification to me, and who swears and affirms, under oath, that the contents of the above-referenced Deed are true and correct and that by virtue of their position they have all necessary power and authority to execute this Deed on behalf of GRANTEE.

[Signature]  
Notary Public

My commission expires: 7/31/2022.

Registration No.: 7162129.



## Exhibit A - Legal Descriptions

### **PARCEL ONE: 612 Pegram Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the appurtenances thereto belonging, lying and being on the West side of Pegram Street in the City of Petersburg, Virginia, and bounded on the north by property belonging to John Bell, on the South by George Taylor's lot, on the West by property of Andrew Jackson and on the East by Pegram Street; it being a portion of Lot 67 of the Poorhouse Tract as shown on a plat of Mt. Airy which is a part of the Poorhouse Tract made by J.C. Armstead, February 3, 1865, and recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, in Plat Book 1, Page 35.

IT BEING the same property conveyed to the City of Petersburg, a Municipal Corporation, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia v. 612 Pegram Street, Tax Map #030090003, Edna J. Valentine, Owner, Chancery No. 04-278", said Deed dated December 27, 2004, and recorded in the aforesaid Clerk's Office as Instrument Number 040005849.

Tax Map Number 030-090003  
Assessed Value: \$14,400.00

### **PARCEL TWO: [INTENTIONALLY OMITTED TO CLOSE AT LATER DATE PER TERMS OF EXISTING PURCHASE AGREEMENT]**

### **PARCEL THREE: 709 Ann Street, Petersburg, VA 23803**

Parcel 1: All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being situate on the North side of Ann Street, in the City of Petersburg, State of Virginia, fronting thereon forty (40) feet and extending back northwardly therefrom between parallel lines eighty-four (84) feet, more or less, it being Lot No. (5) on a certain Plat of Lots belonging to T.L. Bond and recorded in the Clerk's Office of the Hustings Court of the said City of Petersburg, Virginia in Deed Book 54, at page of a deed dated December 2, 1891, from said T.L. Bond to David Johns, Jr.

Parcel II: All that certain lot or parcel of land with improvements thereto belonging, lying and being on the north side of Ann street, in the City of Petersburg, Virginia, fronting thereon forty (40) feet and extending back northwardly between parallel lines, eighty-five (85) feet, more or less, to a line just half way between said Ann Street and Union Avenue, and is lot Number 7 in a plat made by the said Bond and of record in Deed Book 54, at page 723, which said plat is a subdivision of Lots numbers 6, 7, 8 and 9 in a plat made by Charles F. Collier, Executor and John Ennis, deceased, of record in Deed Book 50, at page 724, of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

Parcel III: All that certain lot or parcel of land with the improvements and appurtenances thereto belonging, lying and being on the South side of Wesley Street (formerly Union Avenue) in the City of Petersburg, Virginia, fronting thereon 40 feet and extending back parallel lines 85 feet, more or less.

Parcel IV: All those lots or parcels of land with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the North side of Ann Street in the City of Petersburg, Virginia, fronting on said Ann Street, forty-two feet, six inches (42'6"), more or less, and running back northwardly between parallel Lines eighty-four ( 84) feet, more or less, the said property being composed of the southwest Two feet, six inches (2'6" ) of Lot No. 9 and the southern part of Lot No. 8, as shown on a plat of lots of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Virginia municipal corporation, by Deed from James W. Elliott, Special Commissioner, dated June 19, 2001, and recorded in the aforesaid Clerk's Office as Instrument Number 010002834.

Tax Map Number 030-180009

Assessed Value: \$25,800.00

**PARCEL FOUR: 735 Halifax Street, Petersburg, Virginia 23803**

Tract 1: All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the westerly side of Halifax Street and on the southerly side of Independence Avenue in the City of Petersburg, Virginia, fronting on the westerly side of Halifax Street, 45 feet, more or less, and running back between parallel lines in a westerly direction 50 feet, more or less, along the southerly side of Independence Avenue.

IT BEING the same property conveyed to the City of Petersburg, by Deed from Joseph P. Whittle, Jr., dated November 24, 1997, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 582, Page 172.

Tract II: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, State of Virginia, on the west side of Halifax Street, fronting on said street Forty-five (45) feet, more or less, from the intersection of said Halifax Street and Independent Avenue and running back between parallel lines One Hundred Fifty (150) feet. Reference is further made to a plat of said property dated May 1946, by J.W. Pugh, Engineer, being now of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 154, Page 509.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia, vs. Sylvester Sheppard, et al", dated June 28, 1999, and recorded in the aforesaid Clerk's Office in Deed Book 620, Page 352.

Tax Map Number 030-200011  
Assessed Value: \$17,400.00

**PARCEL FIVE: 803 South Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with improvements thereon lying and being in the City of Petersburg, Virginia, on the East Side of Jones Street and bounded as follows: on the west by Jones Street upon which it fronts forty-two (42) feet, six inches; on the north by the land formerly belonging to J. York Harris along said line it runs eastwardly ninety (90) feet, 9 inches to the property of James Miles; and southwardly along said line thirty-eight (38) feet, 7 inches to a ten-foot alley known as Shore Alley; on the south by Shore Alley along which it runs westwardly seventy (70) feet, 2 inches to the point of beginning which is the northeast corner of Jones Street and Shore Alley.

IT BEING the same property conveyed to The City of Petersburg by Special Commissioner's Deed from John W. Montgomery, dated June 6, 2005, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 060005826.

Tax Map Number 030-200018  
Assessed Value: \$18,100.00

**PARCEL SIX: 604 Shore Street, Petersburg, Virginia 23803**

All those three certain lots or parcels of land, together with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the south side of Shore Street and the west side of St. James Street, in the City of Petersburg, Virginia. Each of the said lots fronts on Shore Street 30 feet, and extends back southwardly between lines parallel with the west side of St. James Street 140 feet, more or less, being Lot Numbers 4, 5 and 6, shown on a certain plat recorded December 7, 1890, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 54, Page 294.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from Nancy Birdsall Bain and Orion L. Birdsall, Jr., dated November 22, 2000, and recorded in the aforesaid Clerk's Office in Deed Book 649, at Page 569.

Tax Map Number 030-250003

Assessed Value: \$17,300.00

**PARCEL SEVEN: 425 South West Street, Petersburg, VA 23803**

All those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 105 feet, more or less, on the east side of South West Street and running back 110 feet along the north side of Stainback Street and being Lots 4,5 and 6, Block B, as shown on plat entitled Bishop Payne Divinity School made by J. W. Pugh, Registered Engineer, dated May 1953, a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Plat Book 2, page 294.

TOGETHER WITH AN EASEMENT OF RIGHT- OF -WAY FOR INGRESS, EGRESS AND UTILITIES OVER THE REAR OR EASTERN 12 FEET OF LOT 3, BLOCK B, AS SHOWN ON THE SAID PLAT.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from Catherine Cole, t/a Cole's Repair & Recycling, dated June 5, 2000, and recorded in the aforesaid Clerk's Office in Deed Book 640, Page 596.

Tax Map Number 029-150006

Assessed Value: \$15,700.00

**PARCEL EIGHT: 715 South West Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon belonging, lying, being and situate in the City of Petersburg, Virginia, designated as Lot No. Eighty-Four (84), on the plat of the Poor House Tract, which plat is on file in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, the said lot hereby conveyed fronting on West Street fifty (50) feet and running back between parallel lines two hundred and ten (210) feet.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Municipal Corporation, by Deed from James W. Elliott, Special Commissioner, dated February 1, 2002, and recorded in the aforesaid Clerk's Office as Instrument Number 020000559.

Tax Map Number 030-090035

Assessed Value: \$10,300.00

**PARCEL NINE: 517 St. Matthew Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, lying, being and situate on the north side of St. Matthews Street in the City of Petersburg, Virginia, fronting thereon 57 feet, more or less, and described as follows: Beginning at a point on St. Matthews Street, thence along a line in a northerly direction 240 feet, more or less, to a point on the south side of Shore Street; thence along the south line of Shore Street in an easterly direction 15 feet to a point; thence along a line in a southerly direction 100 feet, more or less, to a point; thence along a line in an easterly direction 42 feet, more or less, to a point; along a line in a southerly direction 140 feet, more or less, to a point on the northern line of St. Matthews Street; thence west along the north line of the said St. Matthew Street, 57 feet, more or less, to the point of beginning. Designated by current street number 517 St. Matthew Street, Petersburg, Virginia.

IT BEING the same property conveyed to City of Petersburg, Virginia, a municipal corporation, by Deed of Gift from Rosetta G. Henderson, dated October 19, 2005 and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 05-5494.

Tax Map Number 030-260005

Assessed Value: \$9,400.00

**PARCEL TEN: 716 Harding Street, Petersburg, Virginia 23803**

All those two parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the west side of Harding Street in the City of Petersburg, Virginia, fronting on said street 80', more or less, and running back westwardly between parallel lines 120 feet, more or less, being Lots 1 and 2 as shown on plat of Starke Subdivision, made by C. R. Bishop, November 22, 1913, recorded in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 84, page 33.

IT BEING the same property conveyed to City of Petersburg, Virginia, a Municipal Corporation by Deed from Richard L. Jones, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia, etc. v. Edward D. Farley, et al." CH95000-843-00, dated July 2, 1996, and recorded in the aforesaid Clerk's Office in Deed Book 562, at Page 362.

Tax Map Number 031-250012

Assessed Value: \$7,400.00

**PARCEL ELEVEN: 708-710 Kirkham Street, Petersburg, Virginia 23803;**

**PARCEL FIFTEEN: 716 Kirkham Street, Petersburg, Virginia 23803**

**PARCEL TWENTY-ONE: 712-714 Kirkham Street, Petersburg, Virginia 23803**

All that certain lots or parcels of land with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being known by current City street numbers 708-710, 712-714, and 716 Kirkham Street; said property being shown on a "Plat of 708-716 Kirkham Street, Petersburg, Virginia", made for J.O Patram by Charles C. Townes & Associates, Civil Engineers, Colonial Heights, Virginia, dated October 9, 1978; said plat being recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 361 at page



127; said property fronting 160.73 feet on the South side of Kirkham Street and running back on its eastern boundary 126.05 feet; on its western boundary 125.67 feet, with a rear width of 157.51 feet.

IT BEING a portion of the same property conveyed to City of Petersburg, a municipal corporation by Deed of Gift from James Edward Whitley and Zelda Ann Whitley, dated January 16, 2002, and of record in the aforesaid Clerk's Office as Instrument Number 020001956, referred to as "Parcel 5" therein.

Tax Map Number 045-380033  
Assessed Value: \$6,800.00

Tax Map Number 045-380031  
Assessed Value: \$6,300.00

Tax Map Number 045-380032  
Assessed Value: \$5,000.00

**PARCEL TWELVE: 249 North Carolina Avenue, Petersburg, Virginia 23803**

All of that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto, belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 57 feet on the north line of North Carolina Avenue and extending back in a northerly direction and being shown on a plat of "Improvements on Nos. 249-251 North Carolina Avenue in the City of Petersburg, Virginia", dated April 12, 1990 and drawn by Harvey L. Parks, Inc., a copy of which is recorded in the Clerk's Office of the City of Petersburg, Virginia for a more particular description of the property conveyed herein; said property being known by the current street addresses of 249-251 North Carolina Avenue, Petersburg, Virginia.

IT BEING the same property conveyed to the City of Petersburg, a municipal corporation, by Deed from Anthony L. Balthrop, by T.O. Rainey, III, Special Commissioner, dated September 12, 2001, and recorded in the aforesaid Clerk's Office as Instrument Number 010004561.

Tax Map Number 044-110020  
Assessed Value: \$6,600.00

**PARCEL THIRTEEN: 808 Halifax Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current city street number 808 Halifax Street, the metes and bounds whereof are shown on a plat of said property made by A.C. Boisseau, Surveyor, which is attached to a deed recorded in Deed Book 309, at Page 43, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia. Reference is further made to plat recorded in Deed Book 309, Page 114, and recorded with Instrument No. 030001708,;..

IT BEING the same property conveyed to City of Petersburg, a municipal corporation, by Deed from Tyrone Myrick, dated March 19, 2003, and recorded in the aforesaid Clerk's Office as Instrument Number 030001708.

Tax Map Number 030-250011  
Assessed Value: \$10,400.00

**PARCEL FOURTEEN: 839 Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the side of Jones Street in the City of Petersburg, Virginia, fronting on said street 58 feet and running back on the north side 104 feet and on the south side 88 feet, the said property being designated by the current city street numbers 839-841 South Jones Street.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery suit of "Commonwealth of Virginia, City of Petersburg, Virginia v. 839-841 South Jones Street, Tax Map Estate of John Hill, Jr. and Bernice K. Hill, Owners, Chancery No. 04-315", dated June 8, 2005, and recorded June 9, 2005, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 050002607.

Tax Map Number 045-060002  
Assessed Value: \$8,500.00

**PARCEL SIXTEEN: 742 Mount Airy Street, Petersburg, Virginia 23803**

All those certain lots or parcels of land, with the improvements thereon and the appurtenance thereto belonging, lying, being and situate in the City of Petersburg, Virginia, designated as Lot No. Eleven (11) and Twelve (12) on a plat made by E.A. Pillow, for J.W. Young subdividing lot designated as Lot No. 28 on map of Cedar Grove made for Estate of A. G. McIlwaine, deceased. Said property being currently designated by city street No. 742 Mt. Airy Street.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation, by Deed from Victoria Brown, dated March 15, 1999, and recorded March 24, 1999, in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 610, at Page 715.

Tax Map Number 030-220012  
Assessed Value: \$7,800.00

**PARCEL SEVENTEEN: 742 Blick Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying at the Northwest corner of the intersection of Shore Street and Blick Street, in the City of Petersburg, Virginia, fronting on the west side of Blick Street 76 feet and ten inches, and running back westwardly on its southern line 108 feet and three inches, and on its northern line 98 feet and six inches, to the property now or formerly belonging to Bettie Johnson, and having a rear width on its western line of 73 feet.

IT BEING a portion of the same property conveyed to City of Petersburg, a Municipal Corporation existing and organized under the laws of Virginia, by Deed from Elvin W. Briggs, dated November 3, 2005, and recorded November 22, 2005, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 050005628.

Tax Map Number 031-230009

Assessed Value: \$9,000.00

**PARCEL EIGHTEEN: 627 Harding Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying and being and situate on the east side of Harding Street, in the City of Petersburg, Virginia, in which it fronts fifty-five (55) feet, more or less, and from which it runs back eastwardly, between parallel lines, one hundred and forty-five (145) feet, more or less, said property being known by current city street address of 627 Harding Street.

IT BEING the same property conveyed to The City of Petersburg, Virginia, a Virginia municipal corporation by Deed from Marshall H. Harris, dated September 16, 2008, and recorded October 1, 2008, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 080003951.

Tax Map Number 031-200046

Assessed Value: \$9,000.00

**PARCEL NINETEEN: 804 South Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, lying, being and situate at the southwest corner of Jones Street and Gladestone Avenue in the City of Petersburg, Virginia, and being designated by current city street number as 804 South Jones Street, fronting on the west side of Jones Street fifty feet, more or less, and running back between parallel lines one hundred and forty-five feet, more or less, said lot being an eastern portion of lot number forty-nine (49) on plat of Cedar Grove.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation by Deed from Sherman Leon Morgan, Sr., dated April 28, 2003, and recorded May 9, 2003, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 030001993.

Tax Map Number 030-230012

Assessed Value: \$7,400.00

**PARCEL TWENTY: 135 Kentucky Avenue, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 90 feet on the north side

of Kentucky Avenue in the City of Petersburg, Virginia, and running back northwardly between parallel lines 80 feet.

IT BEING the same property conveyed to City of Petersburg, Virginia, a municipal corporation by Deed of Gift from Mary A. Edmunds, dated May 4, 2005, and recorded May 10, 2005, in the Clerk's Office of the Circuit Court of City of Petersburg, Virginia, as Instrument Number 050002131.

Tax Map Number 031-200028  
Assessed Value: 11,000.00

**PARCEL TWENTY-TWO: 809 South Jones Street, Petersburg, Virginia 23803**

All that certain piece or property with the improvements thereon and the appurtenances thereto belonging, lying, being and situated on the southeast corner of Jones Street and Shore Alley, in the City of Petersburg, Virginia, fronting on said Jones Street eighty-five (85) feet, more or less, and extending back in an Eastwardly direction one hundred twenty (120) feet, more or less.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation by Deed from T.O. Rainey, III, Special Commissioner in the Civil Action of "Commonwealth of Virginia, City of Petersburg, Virginia vs. 809 S. Jones Street; Tax Map #030 240014, Estate of Virginia Starke, Owner," dated November 19, 2007, and recorded November 21, 2007, in the Clerk's Office of the Circuit Court of City of Petersburg, Virginia, as Instrument Number 070006281.

Tax Map Number 030-240014  
Assessed Value: \$10,100.00

**PARCEL TWENTY-THREE: 408 Shore Street, Petersburg, Virginia 23803**

All that certain tract or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, at the corner of Shore Street and Chestnut Alley, fronting on said Shore Street 57 feet, more or less, and running back between parallel lines along said Chestnut Alley 106 feet, more or less, to the property formerly owned by the late H. G. Leigh and designated as the northeast quarter of Lot 317 on Bolling's Plat of The Heights. The aforesaid property is designated by current street No. 408 Shore Street.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation by Deed from Harold James and Bessie James, dated April 15, 2003, and recorded on April 25, 2003, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 030001767.

Tax Map Number 031-390005  
Assessed Value: \$6,900.00

**PARCEL TWENTY-FOUR: 415 St. Matthew Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the North side of St. Matthew Street, in the City of Petersburg, Virginia, fronting on said street fifty seven (57) feet, more or less, and running back northwardly between parallel lines one hundred eleven (111) feet to the line of the property now or formerly owned by R. B. Willcox, and being the southeastern one fourth (1/4) of Lot No. 318 of Bolling's plat of "Delectable Heights."

IT BEING the same property conveyed to the City of Petersburg, by Special Commissioner's Deed from David G. Browne, Special Commissioner, and James Perkins, Vernon Cornish, Donald Cornish and Jonathan Cornish, dated June 29, 2009, and recorded August 7, 2009, in the Clerk's Office of the Circuit Court of City of Petersburg, Virginia, as Instrument Number 090002249.

Tax Map Number 031-390009  
Assessed Value: \$11,800.00

**PARCEL TWENTY-FIVE: 1004 Farmer Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the South side of Farmer Street in the City of Petersburg, Virginia, fronting thereon 42 feet, more or less, and running back southwardly on its eastern and western boundaries by lines parallel 150 feet, more or less, the said property being designated by current street number as 1004 Farmer Street.

IT BEING the same property conveyed to City of Petersburg, Virginia, a municipal corporation, by Deed of Gift from Mary A. Edmunds, dated May 4, 2005, and recorded May 10, 2005, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 050002129.

Tax Map Number 030-040002  
Assessed Value: \$6,500.00

**PARCEL TWENTY-SIX: 852 Rome Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in Petersburg, Virginia, known as 852-856 Rome Street, Petersburg, VA.

IT BEING the same property conveyed to City of Petersburg, Virginia, a political subdivision of the Commonwealth of Virginia, by Quitclaim Deed from Karen S. Westbrook, Mark R. Westbrook, Lisa S. Westbrook, William S. Westbrook, Thomas P. Westbrook, III, Robert S. Westbrook, Terri Westbrook Tornatore (formerly known as Terri L. Westbrook) and Worldwide Church of God - Joseph W. Tkach, Pastor General and Publisher, Plain Truth, dated November 1, 1999, and recorded in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 638, at Page 665.

Tax Map Number 023-400025  
Assessed Value: \$7,400.00

**PARCEL TWENTY-SEVEN: 328 Shore Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land, together with any improvements thereon and appurtenances thereto belonging, lying, being and situate on the south side of Shore Street, in the City of Petersburg, Virginia known numbered and designated as 328-330 Shore Street; and further shown on a certain plat of survey made by T. R. Dunn, C.E. for B. B. Vaughan, Jr., dated November 29, 1884, recorded in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 46, Page 107, reference to which is hereby made for a more particular description of said real estate.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from L. S. Jefferson Properties, Inc., A Virginia Corporation, dated August 9, 2001, and recorded August 22, 2001, in the aforesaid Clerk's Office as Instrument Number 010003110.

Tax Map Number 031-380003  
Assessed Value: \$6,600.00

**PARCEL TWENTY-EIGHT: 322 Shore Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the south side of Shore Street, in the City of Petersburg, Virginia, fronting on said Shore Street a distance of 51 feet, more or less, and extending back between parallel lines of distance of 115 feet, more or less, the building on which is currently designated as 322-326 Shore Street.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs. First Shelter Mortgage, et als", dated March 24, 2000, and recorded May 11, 2000, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 637, at Page 403.

Tax Map Number 031-380004  
Assessed Value: \$6,000.00

**PARCEL TWENTY-NINE: 204 Kentucky Avenue, Petersburg, Virginia 23803**

All that certain lot of land with the improvements thereon and the appurtenances thereto belonging, lying 46 feet on the South side of Kentucky Avenue in the City of Petersburg, Virginia, extending back 113 feet between parallel lines and being bounded on the North by Kentucky Avenue; on the South by property now or formerly belonging to J. D. Dalley; on the East by property now or formerly belonging to William Budd; and on the West by property now or formerly belonging to S. D. Cole and being known by current city street No. 204 Kentucky Avenue.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia v. 204 Kentucky Avenue, Tax Map #031260036, Samuel Jones, Owner,

Chancery No. 04-204", dated December 27, 2004, and recorded December 28, 2004, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 040005844.

Tax Map Number 031-260036

Assessed Value: \$5,400.00

**PARCEL THIRTY: 521 St. Mark Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon belonging, lying, being and situate in the city of Petersburg, Virginia, on the north side of St. Marks Street, and currently designated by city street numbers as 519-21 St. Marks Street, on which it fronts 36.2 and being known as Lot No. 2 on a plat made by J.W. Pugh, Engineer, dated September, 1929 and attached to that certain deed from Garland E. Mathews and wife, to Richard Garland Brockwell dated September 4, 1929 and duly recorded in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 119 at page 20.

IT BEING the same property conveyed to The City of Petersburg, by Special Commissioner's Deed from John W. Montgomery, Special Commissioner, dated June 6, 2005, and recorded June 9, 2005, in the aforesaid Clerk's Office as Instrument Number 050002600.

Tax Map Number 044-050011

Assessed Value: \$5,000.00

**PARCEL THIRTY-ONE: 725 Sterling Street, Petersburg, Virginia 23803**

All that certain piece or parcel of land with the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting on the east side of Sterling street 130 feet and running between parallel lines 40 feet.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Virginia municipal corporation by Deed from James W. Elliott, Special Commissioner, on behalf of Emma Jean Jones and Trisha Ryan Jones, dated May 17, 2001, and recorded June 12, 2001, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 010002151.

Tax Map Number 031-250024

Assessed Value: \$2,800.00



**PARCEL THIRTY-TWO: 731 West Street, Petersburg, Virginia 23803**

All that certain lot or parcel of real property, with the improvements thereon and the appurtenances thereto, belonging, lying, being and situate in the City of Petersburg, Virginia, fronting for a distance of 25.00 feet, more or less, on the east line of South West Street and running back there from in an easterly direction by and between parallel side lot lines for a distance of 210.00 feet, more or less, and being the southernmost 25.00 feet on the southern one-half of the parcel designated as Lot No. 82 on the plat of the "Poor House Tract", a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Plat Book 1, as Plat Number 35, reference to said plat is hereby made for a more particular description of the real estate conveyed herein; said property being known in the records of the real estate assessor of the City of Petersburg, Virginia by the current street address of 731 South West Street, Petersburg, Virginia.

IT BEING the same property conveyed to The City of Petersburg, Virginia, a municipal corporation, by Deed from Brandon T. Jennings, dated October 25, 2011 and recorded October 28, 2011, in the aforesaid Clerk's Office as Instrument Number 110002342.

Tax Map Number 030-090029

Assessed Value: \$3,000.00

**PARCEL THIRTY-THREE: 919 Wythe Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 35 feet on the north side of West Wythe Street, formerly Shepard Street, and running back in a northerly direction between parallel lines a distance of 150 feet and having a rear width of 35 feet and being shown and designated on a certain plat entitled "Plat Showing Property To Be Acquired By Marie E. Phillips 919 West Wythe Street, Petersburg, Virginia", made by Richard A. Bristow, Certified Land Surveyor, dated August 4, 1976, a copy of which is attached to and made a part of a deed to Marie E. Phillips from Edward Brooks Farley and Gloria T. Farley, husband and wife, dated August 6, 1976, and recorded in the aforesaid Clerk's Office in Deed Book 343, at Page 300.

IT BEING the same property conveyed to The City of Petersburg, by Special Commissioner's Deed from John W. Montgomery, Special Commissioner, dated June 6, 2005, and recorded June 9, 2005, in the aforesaid Clerk's Office as Instrument Number 050002605.

Tax Map Number 024-270022

Assessed Value: \$6,300.00



**PARCEL THIRTY-FOUR: 202 Kentucky Avenue, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current city street number of 200-202 Kentucky Avenue, fronting 42 feet on the south side of Kentucky Avenue and extending back between parallel lines 113 feet.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs. First Shelter Mortgage, et als", dated March 24, 2000, and recorded May 11, 2000, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 637, at Page 400.

Tax Map Number 031-260037

Assessed Value: \$4,500.00

**PARCEL THIRTY-FIVE: 151 Virginia Avenue, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, situate, lying, and being on the corner of Diamond Street and South Carolina Avenue, fronting on said Diamond Street Forty-one (41) feet, and running back about One Hundred and Fourteen (114) feet.

IT BEING a part of the same property conveyed to City of Petersburg, a Municipal Corporation by Deed of Gift from James Edward Whitley, Thomas Edward Whitley and Timothy James Whitley, dated January 16, 2002, and recorded May 16, 2002, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 020001957.

Tax Map Number 031-320023

Assessed Value: \$6,900.00

**PARCEL THIRTY-SIX: 811 Halifax Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, and described on a plat of said property dated October 22, 1955, made by A.C. Boisseau, Certified Surveyor, and described as follows: Beginning at a point on the west side of Halifax Street, said point being distance of 136 feet, more or less, south of the southern line of Short Alley (also known as Shore Alley), running thence along the west side of Halifax Street South 19 deg. 17' West 41.5 ft to a stake; running thence North 74 deg. 56' West 78.1 feet to a stake, running thence South 83 deg. 01' West 91.4 ft to a stake; running thence N. 3 deg. 26' west along a fence line 41.5 feet to an iron; running thence N. 89 deg. 15' East 95.6 feet to an iron; running thence South 81 deg. 14' East 88' to the point of beginning and being designated on said plat as No. 811 Halifax Street.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs.

First Shelter Mortgage, et als", dated March 24, 2000, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 637, Page 406.

Tax Map Number 030-240007

Assessed Value: \$8,000.00

**PARCEL THIRTY-SEVEN: 334 Harrison Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the west side of Harrison Street, containing a front on said street 50 feet, and extending back 250 feet, more or less, and bounded on the north by the property now or formerly owned by William H. Drewry, and on the south by the property now or formerly owned by Robert Brunette; being known by current city street number as 334 Harrison Street.

IT BEING the same property conveyed to the City of Petersburg, a municipal corporation, by Deed from William F. Maywalt, dated April 17, 2003, and recorded April 29, 2003, in the aforesaid Clerk's Office as Instrument Number 030001815.

Tax Map Number 022-350010

Assessed Value: \$6,900.00

**PARCEL THIRTY-EIGHT: 829 South Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the east side of Jones Street, in the City of Petersburg, Virginia, and designated as Lot No. Eight (8) on a plat of lots made by E.A. Pillow and filed in the Chancery Suit of "Atkinson vs. Peters, et al." in the Hustings Court of said City, and being designated by city street address as 829 South Jones Street.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs. Sylvester Sheppard, et al", dated June 28, 1999, and recorded August 18, 1999, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 620, at Page 355.

Tax Map Number 030-240011

Assessed Value: \$7,800.00

INSTRUMENT 202103563  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG CIRCUIT COURT ON  
OCTOBER 15, 2021 AT 02:57 PM  
MAYTEE E. PARHAM, CLERK  
RECORDED BY: JSM

Prepared by and return to:  
 Stephen L. Pettler, Jr.  
 [VSB No. 44436]  
 Harrison & Johnston, PLC  
 21 South Loudoun Street  
 Winchester, Virginia 22601  
 540-667-1266

Consideration: **\$10.00**  
 Tax Assessed Value: \$34,100  
 Tax Map No. 044-090016  
 Title Insurance Underwriter:  
 Chicago Title Insurance  
 Company

**EXEMPTED FROM GRANTOR TAXES UNDER VA. CODE SECTION 58.1-811(C)(4)**

THIS DEED is made as of the 20<sup>th</sup> day of December, 2021, by and between CITY OF PETERSBURG, VIRGINIA, a Virginia municipal corporation, as Grantor, and PB PETERSBURG OWNER II LLC, a Virginia limited liability company, as Grantee, having a mailing address of 1888 Main Street, Suite C163, Madison, MS 39110-6337.

**RECITALS:**

1. WHEREAS, Grantor and Grantee, have entered into that certain Development Agreement dated July 21, 2020 by and between Grantor and PB Petersburg Owner LLC, as amended by the terms of that certain Amendment of Development Agreement dated August 4, 2021 (the original development agreement and amendment are collectively referred to hereinafter as the "Development Agreement"), which terms also reflect the assignment of the interests of PB Petersburg Owner LLC under said Development Agreement to Justice Housing, Inc. and Grantee;

2. WHEREAS, Grantor makes no representation or warranties regarding the condition of the Property conveyed herein, including without limitation, the improvements constituting a portion of the Property or the systems therein, or its development and the property conveyed herein is conveyed in "as is" condition with no warranties of condition, and Grantee acknowledges that the Property is being sold "AS IS, WHERE IS AND WITH ALL FAULTS", and Grantee has inspected

the Property as part of its due diligence investigation and determined the Property is suitable for Grantee's use;

3. WHEREAS Grantee also executes this deed for the purposes noted below, including but not limited to acknowledging inclusion of a possibility of reverter as further described below;

**WITNESSETH:**

That for and in consideration of the sum of \$10.00, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple and with Special Warranty of Title, unto the Grantee the following described real property, in gross and not by the acre (the "Property"):

All that certain lot or parcel of land with the improvements thereon and appurtenances thereto, belonging, lying and being at the northeast corner of Diamond and St. Mark Streets, Petersburg, Virginia, and fronting 75 feet on Diamond Street and extending back between parallel lines 114 feet and being designated as Lot Number Five (5) on a plat annexed to a deed from Bernard Manor, Commissioner, dated September 27, 1888, and duly recorded in the Hustings Court of the City of Petersburg, Virginia, in Deed Book 51, page 32, the above described property being known, numbered and designated by current City of Petersburg, Virginia, Street number as 151 St. Mark Street, Petersburg, Virginia.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Virginia municipal corporation, by Deed of Gift from the School Board of the City of Petersburg, dated November 9, 2021, and recorded in the aforesaid Clerk's Office as Instrument Number 202103885.

The property address is known as 151 St. Mark Street, Petersburg, Virginia, 23802.

Inclusion of the tax map reference number in this Deed is made pursuant to Virginia Code § 17.1-252, is not part of the legal description of the Property, and the Grantor does not make any warranty as to its accuracy.

This conveyance is made subject to easements, conditions, and restrictions of record

insofar as they may lawfully affect the Property.

This conveyance is made further subject to the terms and conditions of the Development Agreement which, as amended, is incorporated by reference as if set forth fully herein verbatim. This conveyance is made further subject to the terms and conditions of that certain Memorandum of Agreement, entered into by and among the Petersburg City School Board, a political subdivision of the Commonwealth of Virginia, Justice Housing Inc., and PB Petersburg Owner II LLC, a Virginia limited liability company, and the City of Petersburg, Virginia, which is also incorporated by reference only, as if set forth fully herein verbatim.

**THIS DEED CONTAINS A POSSIBILITY OF REVERTER.**

This Deed is subject to Paragraph 6 of the Development Agreement. In the event of an uncured breach of the terms of the Development Agreement, the Grantee or its assigns will execute and deliver to the Grantor a Deed of Confirmation affirming that title to the property that is subject of such breach has reverted to the Grantor in accordance with this possibility of reverter.

This possibility of reverter is further subject to termination in accordance with certain other terms of the Development Agreement. A termination of this possibility of reverter shall be evidenced by the recordation of a Termination and Release of Possibility of Reverter executed by the Grantor and recorded in the land records of the City of Petersburg, Virginia in conformity with the provisions of the Development Agreement. Upon the recordation of the Termination and Release of Possibility of Reverter executed by the Grantor, the possibility of reverter shall automatically terminate, and shall have no further force or effect.

**GRANTEE MAY NOT CONVEY THE PROPERTY CONVEYED IN THIS DEED PRIOR TO "COMPLETION OF CONSTRUCTION" (AS DEFINED IN THE DEVELOPMENT AGREEMENT) WITHOUT THE PRIOR WRITTEN CONSENT OF THE GRANTOR, PROVIDED THAT THE PROPERTY MAY BE TRANSFERRED TO A PARTNERSHIP, LIMITED LIABILITY COMPANY, TRUST OR OTHER ENTITY CONTROLLED BY OR UNDER COMMON CONTROL WITH GRANTEE OR EQUITYPLUS MANAGER, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, WITH NOTICE TO THE CITY NO LESS THAN FIVE BUSINESS DAYS BEFORE ANY SUCH TRANSFER. COMPLETION OF CONSTRUCTION SHALL OCCUR UPON ISSUANCE OF CERTIFICATES OF OCCUPANCY FOR THE PROPERTY WHICH SHALL BE EVIDENCED BY THE RECORDATION OF A CERTIFICATE EXECUTED BY THE GRANTOR AND RECORDED IN THE LAND RECORDS OF THE CITY OF**

PETERSBURG, VIRGINIA ACKNOWLEDGING THE COMPLETION OF CONSTRUCTION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TRANSFER RESTRICTION STATED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY TRANSFER OF THE PROPERTY IN CONNECTION WITH A FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, INCLUDING A TRANSFER TO ANY LENDER THAT HOLDS A DEED OF TRUST ENCUMBERING THE PROPERTY OR ITS DESIGNEE, IN CONFORMITY WITH THE TERMS OF THE DEVELOPMENT AGREEMENT, AND, IN THE EVENT OF A TRANSFER OF THE PROPERTY IN CONNECTION WITH A FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, NO CONSENT OF GRANTOR SHALL BE REQUIRED.

This Deed shall have the effect of special warranty defined in Virginia Code §§ 55.1-355 and 55.1-356, as amended and in force on this date.

WITNESS the following signatures and seals:

CITY OF PETERSBURG, VIRGINIA

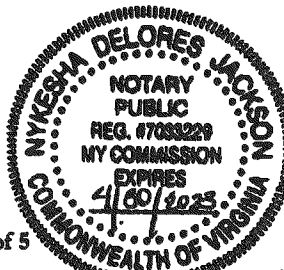
By: Tangela Innis (SEAL)  
Name: Tangela Innis  
Title: Deputy City Manager

COMMONWEALTH OF VIRGINIA, AT LARGE,  
CITY/COUNTY OF Petersburg, to-wit:

The foregoing instrument was acknowledged before me this 10 day of December, 2021, by Tangela Innis, as Deputy City Manager of the City of Petersburg, a Virginia municipal corporation, on behalf of the same.

[Signature]  
Notary Public  
Notary registration number: 7033229  
My commission expires: 4/30/2023

Page 4 of 5



APPROVED AS TO FORM:

[Signature]  
Anthony C. Williams, City Attorney  
City of Petersburg, Virginia

RECEIVED, ACKNOWLEDGED, AGREED, and ACCEPTED:

GRANTEE:

PB PETERSBURG OWNER II LLC

By [Signature] (SEAL)

Name: Thomas Heinemann  
Title: Partner

STATE OF DC

CITY OF Washington, to-wit:

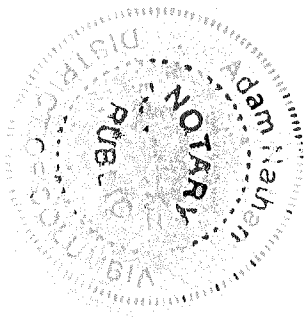
The foregoing instrument was acknowledged before me this 20 day of December, 2021, by Thomas Heinemann whose name is signed as such as Partner (title) of PB PETERSBURG OWNER II LLC, GRANTEE. Said person ( ) is personally known to me or (x) has presented sufficient identification to me, and who swears and affirms, under oath, that the contents of the above-referenced Deed are true and correct and that by virtue of their position they have all necessary power and authority to execute this Deed on behalf of GRANTEE.

[Signature]  
Notary Public

My commission expires: 09/30/2022

Registration No.: N/A

INSTRUMENT 202104420  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG CIRCUIT COURT ON  
DECEMBER 21, 2021 AT 03:48 PM  
MAYTEE E. PARHAM, CLERK  
RECORDED BY: CXW



E.C

Site Control  
Documentation & **Most  
Recent Real Estate Tax  
Assessment**

(MANDATORY)



**Dorsey Flats Homes Qualified Census Tracts**

	<b>Parcel ID</b>	<b>Premise</b>	<b>Street</b>	<b>Zip code</b>	<b>Acreage</b>	<b>Zoning</b>	<b>Census Tract</b>	<b>Vacant</b>
1	030-090003	612	Pegram St	23803	0.43	R-3	8106	Y
2	044-090016	151	St Mark St	23803	0.39	R-2	8107	Y
3	044-050011	521	St Mark St	23803	0.12	R-2	8107	Y
4	030-180009	709	Ann St	23803	0.08	R-3	8106	Y
5	030-180010	715	Ann St	23803	0.08	R-3	8106	Y
6	030-180011	717	Ann St	23803	0.08	R-3	8106	Y
7	030-180003	712-14	Wesley	2380	0.79	R-3	8106	Y
8	030-200011	735	Halifax St	23803	0.31	R-3	8106	Y
9	030-200012	739	Halifax St	23803	0.15	R-3	8106	Y
10	030-250011	808	Halifax St	23803	0.2	R-2	8107	Y
11	030-240007	811	Halifax St	23803	0.2	R-3	8106	Y
12	022-350010	334	Harrison St	23803	0.29	R-5	8107	Y
13	030-200018	803	Jones St S	23803	0.07	R-3	8106	Y
14	030-200018	735	Short Alley	23803	0.09	R 3	8106	Y
15	030-200018	727	Short Alley	23803	0.12	R 3	8106	Y
16	045-060002	839-41	Jones St S	23803	0.2	R-3	8106	Y
17	030-240011	829	Jones St S	23803	0.19	R-3	8106	Y
18	030-230012	804	Jones St S	23803	0.17	R-3	8106	Y
19	030-240014	809	Jones St S	23803	0.15	R-3	8106	Y
20	030-250003	604	Shore St (4 A)	23803	0.15	R-2	8107	Y
21	030-250003	604	Shore (5 A)	23803	0.15	R 2	8107	Y
22	031-390005	408	Shore St	23803	0.15	R-2	8107	Y
23	031-380003	328	Shore St	23803	0.14	R-2	8107	Y
24	031-380004	322	Shore St	23803	0.13	R-2	8107	Y
25	029-150006	424	West St S (4A)	23803	0.13	R-3	8106	Y
26	029-150006	425	West St S (6A)	23803	0.13	R-3	8106	Y
27	030-090035	715	West St S	23803	0.24	R-3	8106	Y
28	030-090029	731	West St S	23803	0.12	R-3	8106	Y
29	031-250012	716	Harding St	23803	0.11	R-3	8107	Y
30	031-250012	716	Harding St	23803	0.11	R-3	8107	Y
31	031-200046	627	Harding St	23803	0.18	R-3	8107	Y
32	030-260005	517	St Matthew St	23803	0.23	R-2	8107	Y
33	031-390009	415	St Matthew St	23803	0.15	R-2	8107	Y
34	045-380033	708-10	Kirkham St	23803	0.22	R-2	8107	Y
35	045-380032	712-14	Kirkham St	23803	0.16	R-2	8107	Y
36	045-380031	716	Kirkham St	23803	0.2	R-2	8107	Y
37	044-110020	249	North Carolina Av	23803	0.21	R-2	8107	Y
38	030-220012	742	Mount Airy St	23803	0.2	R-3	8106	Y

39	031-230009	742	Blick St	23803	0.18	R-3	8107	Y
40	031-200028	135	Kentucky Ave	23803	0.08	R-3	8107	Y
41	031-200027	133	Kentucky Ave	23803	0.08	R 3	8107	Y
42	031-260036	204	Kentucky Ave	23803	0.12	R-3	8107	Y
43	031-260037	202	Kentucky Ave	23803	0.11	R-3	8107	Y
44	030-040002	1004	Farmer St	23803	0.14	R-3	8104	Y
45	023-400025	852	Rome St	23803	0.14	R-3	8104	Y
46	031-250024	725	Sterling St	23803	0.12	R-3	8107	Y
47	024-270022	919	Wythe St W	23803	0.12	R-3	8104	Y
48	031-320023	151	Virginia Ave	23803	0.11	R-2	8107	Y

Parcel	Owner's Name	Property Address	State Class	Subdivision Name	Zoning
022350010	PB PETERSBURG OWNER II LLC	334 HARRISON ST	1		R-5
023400025	PB PETERSBURG OWNER II LLC	852 ROME ST	1	Pridesfield	R-3
024270022	PB PETERSBURG OWNER II LLC	919 WYTHE ST W	1	Pridesfield	R-3
029150006	PB PETERSBURG OWNER II LLC	425 WEST ST S	1	Pugh	R-3
030040002	PB PETERSBURG OWNER II LLC	1004 FARMER ST	1	Stainback	R-3
030090003	PB PETERSBURG OWNER II LLC	612 PEGRAM ST	1	Poor House	R-3
030090029	PB PETERSBURG OWNER II LLC	731 WEST ST S	1	Poor House	R-3
030090035	PB PETERSBURG OWNER II LLC	715 WEST ST S	1	Poor House	R-3
030180009	PB PETERSBURG OWNER II LLC	709 ANN ST	1	Harris	R-3
030200011	PB PETERSBURG OWNER II LLC	735 HALIFAX ST	1	Harris	R-3
030200018	PB PETERSBURG OWNER II LLC	803 JONES ST S	1	Harris	R-3
030220012	PB PETERSBURG OWNER II LLC	742 MOUNT AIRY ST	1	Cedar Grove	R-3
030230012	PB PETERSBURG OWNER II LLC	804 JONES ST S	1	Harris	R-3
030240007	PB PETERSBURG OWNER II LLC	811 HALIFAX ST	1	Edenmont	R-3
030240011	PB PETERSBURG OWNER II LLC	829 JONES ST S	1	Pillow	R-3
030240014	PB PETERSBURG OWNER II LLC	809 JONES ST S	1	Goodrich	R-3
030250003	PB PETERSBURG OWNER II LLC	604 SHORE ST	1		R-2
030250011	PB PETERSBURG OWNER II LLC	808 HALIFAX ST	1	Delectable Heights	R-2
030260005	PB PETERSBURG OWNER II LLC	517 ST MATTHEW ST	1	Delectable Heights	R-2
031200028	PB PETERSBURG OWNER II LLC	135 KENTUCKY AVE	1	Tucker	R-3
031200046	PB PETERSBURG OWNER II LLC	627 HARDING ST	1	Tucker	R-3
031230009	PB PETERSBURG OWNER II LLC	742 BLICK ST	1	Blick	R-3
031250012	PB PETERSBURG OWNER II LLC	716 HARDING ST	1	Starke	R-3
031250024	PB PETERSBURG OWNER II LLC	725 STERLING ST	1	Budd	R-3
031260036	PB PETERSBURG OWNER II LLC	204 KENTUCKY AVE	1	Tucker	R-3
031260037	PB PETERSBURG OWNER II LLC	202 KENTUCKY AVE	1	Tucker	R-3
031320023	PB PETERSBURG OWNER II LLC	151 VIRGINIA AVE	1	Heights	R-2
031380003	PB PETERSBURG OWNER II LLC	328 SHORE ST	1	Dunn	R-2
031380004	PB PETERSBURG OWNER II LLC	322 SHORE ST	1	Dunn	R-2
031390005	PB PETERSBURG OWNER II LLC	408 SHORE ST	1	Delectable Heights	R-2
031390009	PB PETERSBURG OWNER II LLC	415 ST MATTHEW ST	1	Delectable Heights	R-2
044050011	PB PETERSBURG OWNER II LLC	521 ST MARK ST	1	Pugh	R-2
044090016	PB PETERSBURG OWNER II LLC	151 ST MARK ST	1	Mann	R-2

044110020	PB PETERSBURG OWNER II LLC	249 NORTH CAROLINA AVE	1	Delectable Heights	R-2
045060002	PB PETERSBURG OWNER II LLC	839 JONES ST S	1		R-3
045380031	PB PETERSBURG OWNER II LLC	716 KIRKHAM ST	1	Cool Spring Gardens	R-2
045380032	PB PETERSBURG OWNER II LLC	712 KIRKHAM ST	1	Cool Spring Gardens	R-2
045380033	PB PETERSBURG OWNER II LLC	708 KIRKHAM ST	1	Cool Spring Gardens	R-2

Property Use	Legal_Acres	Land Value	Improvement Value	Total Value	Sale Date
100 Urban Residential Vacant	0.31290174	\$ 6,900.00	\$ -	\$ 6,900.00	
100 Urban Residential Vacant	0.14056474	\$ 7,400.00	\$ -	\$ 7,400.00	
100 Urban Residential Vacant	0.12052342	\$ 6,300.00	\$ -	\$ 6,300.00	
100 Urban Residential Vacant	0.26515152	\$ 15,700.00	\$ -	\$ 15,700.00	
100 Urban Residential Vacant	0.1446281	\$ 6,500.00	\$ -	\$ 6,500.00	
100 Urban Residential Vacant	0.4338843	\$ 14,400.00	\$ -	\$ 14,400.00	
100 Urban Residential Vacant	0.12052342	\$ 3,000.00	\$ -	\$ 3,000.00	
100 Urban Residential Vacant	0.24104683	\$ 10,300.00	\$ -	\$ 10,300.00	
100 Urban Residential Vacant	0.47807622	\$ 26,300.00	\$ -	\$ 26,300.00	
100 Urban Residential Vacant	0.30991736	\$ 17,700.00	\$ -	\$ 17,700.00	
100 Urban Residential Vacant	0.35261708	\$ 18,500.00	\$ -	\$ 18,500.00	
100 Urban Residential Vacant	0.2020202	\$ 8,000.00	\$ -	\$ 8,000.00	
100 Urban Residential Vacant	0.1664371	\$ 7,500.00	\$ -	\$ 7,500.00	
100 Urban Residential Vacant	0.16767677	\$ 8,200.00	\$ -	\$ 8,200.00	
100 Urban Residential Vacant	0.1651056	\$ 7,800.00	\$ -	\$ 7,800.00	
100 Urban Residential Vacant	0.15243343	\$ 10,300.00	\$ -	\$ 10,300.00	
100 Urban Residential Vacant	0.2736685	\$ 17,300.00	\$ -	\$ 17,300.00	
100 Urban Residential Vacant	0.08801653	\$ 10,600.00	\$ -	\$ 10,600.00	
100 Urban Residential Vacant	0.18962351	\$ 9,600.00	\$ -	\$ 9,600.00	
100 Urban Residential Vacant	0.16528926	\$ 11,200.00	\$ -	\$ 11,200.00	
100 Urban Residential Vacant	0.18308081	\$ 9,200.00	\$ -	\$ 9,200.00	
100 Urban Residential Vacant	0.18183425	\$ 9,200.00	\$ -	\$ 9,200.00	
100 Urban Residential Vacant	0.22038567	\$ 7,500.00	\$ -	\$ 7,500.00	
100 Urban Residential Vacant	0.11937557	\$ 2,800.00	\$ -	\$ 2,800.00	
100 Urban Residential Vacant	0.11932966	\$ 5,500.00	\$ -	\$ 5,500.00	
100 Urban Residential Vacant	0.10895317	\$ 4,600.00	\$ -	\$ 4,600.00	
100 Urban Residential Vacant	0.10730028	\$ 6,900.00	\$ -	\$ 6,900.00	
100 Urban Residential Vacant	0.14393939	\$ 6,600.00	\$ -	\$ 6,600.00	
100 Urban Residential Vacant	0.12878788	\$ 6,000.00	\$ -	\$ 6,000.00	
100 Urban Residential Vacant	0.15169881	\$ 7,000.00	\$ -	\$ 7,000.00	
100 Urban Residential Vacant	0.1489899	\$ 12,000.00	\$ -	\$ 12,000.00	
100 Urban Residential Vacant	0.12382461	\$ 5,100.00	\$ -	\$ 5,100.00	
100 Urban Residential Vacant	0.39256198	\$ 34,800.00	\$ -	\$ 34,800.00	

100 Urban Residential Vacant	0.21067493	\$	6,700.00	\$	-	\$	6,700.00
100 Urban Residential Vacant	0.12782369	\$	8,500.00	\$	-	\$	8,500.00
100 Urban Residential Vacant	0.19834711	\$	6,600.00	\$	-	\$	6,600.00
100 Urban Residential Vacant	0.16161616	\$	5,200.00	\$	-	\$	5,200.00
100 Urban Residential Vacant	0.21705693	\$	7,100.00	\$	-	\$	7,100.00

Sale Price	Document
\$ 5,000.00	2003/1815
\$ -	638/665
\$ 2,860.00	2005/2605
\$ 5,000.00	640/596
\$ -	2005/2129
\$ 7,700.00	2004/5849
\$ 3,000.00	2011/2342
\$ 2,300.00	2002/559
\$ 5,225.00	2001/2834
\$ 10,000.00	582/172
\$ 8,250.00	2006/5826
\$ 10,000.00	610/715
\$ 6,500.00	2003/1993
\$ 1,000.00	637/406
\$ 50.00	620/355
\$ 9,500.00	2007/6281
\$ 5,500.00	649/569
\$ 5,000.00	2003/1708
\$ -	2005/5494
\$ -	2005/2131
\$ 7,150.00	2008/3951
\$ 7,500.00	2005/5628
\$ 1,200.00	562/362
\$ 1,250.00	2001/2151
\$ 13,750.00	2004/5844
\$ 100.00	637/400
\$ -	2002/1957
\$ 3,500.00	2001/3110
\$ 2,500.00	637/403
\$ 16,800.00	2003/1767
\$ 11,000.00	2009/2248
\$ 2,970.00	2005/2600
\$ 4,800.00	440/684

\$	-	2001/4561
\$	4,675.00	2005/2607
\$	-	2002/1956
\$	-	2002/1956
\$	-	2002/1956



# Petersburg, Virginia

Parcel: 031200028

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	135 KENTUCKY AVE Petersburg , VA	Congressional District:	4
Legal Acreage:	.165	City Ward:	5
Legal Description:	2 PARCELS	Polling Place:	Tabernacle Baptist Church
Subdivision:	Tucker	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/10/2005	\$0	2005/2131
	5/10/2005	\$0	2005/2131

## Assessments

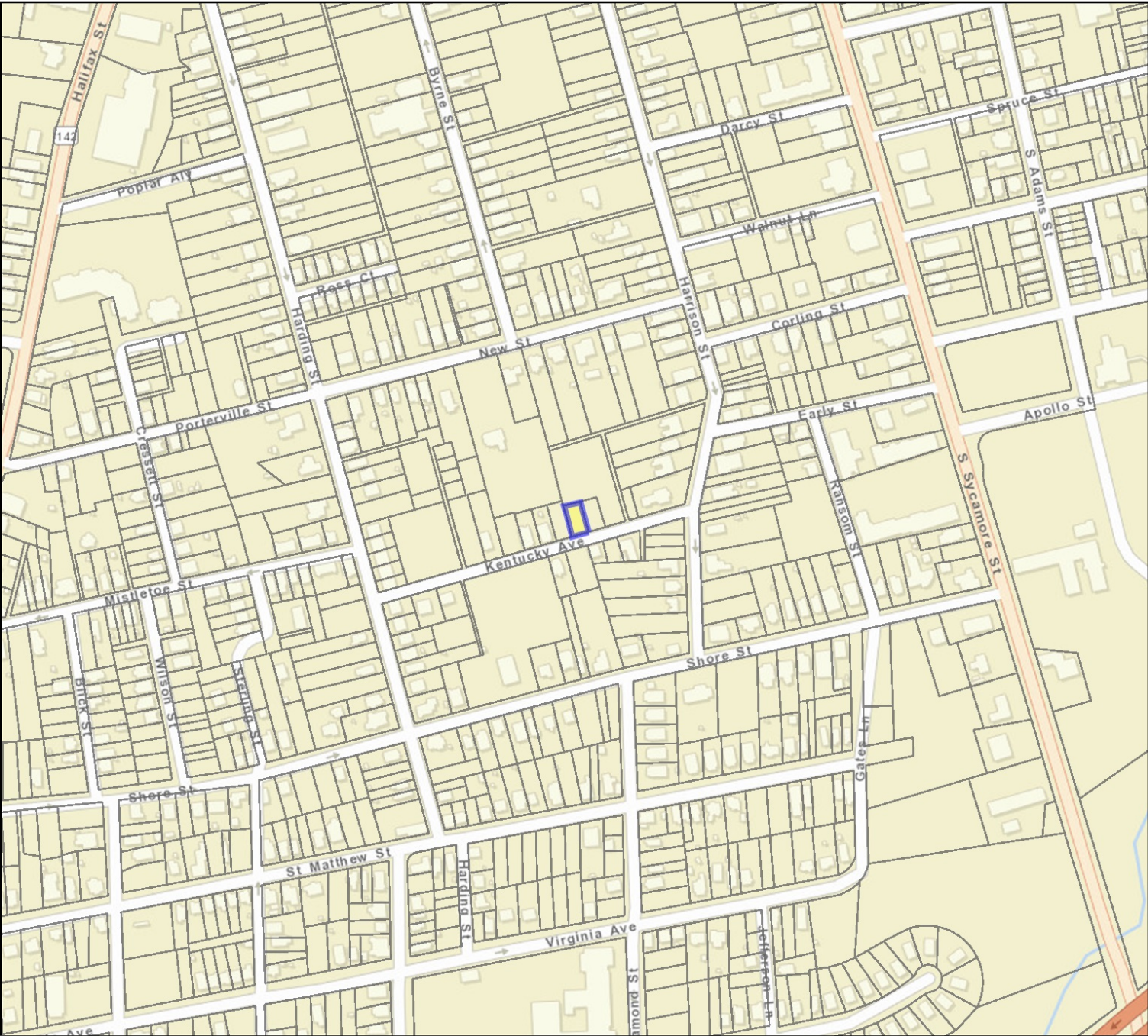
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$11,000	\$11,000	\$11,000	\$11,000	\$11,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$11,000	\$11,000	\$11,000	\$11,000	\$11,200

## Property Tax (Coming Soon)

# Petersburg, Virginia

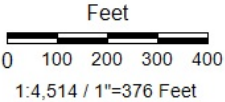
## Legend

- County Boundaries
- Parcels



**Parcel #: 031200028**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 044090016

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	151 ST MARK ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.393	City Ward:	5
Legal Description:	LT 5 MANN & PARCEL	Polling Place:	Tabernacle Baptist Church
Subdivision:	Mann	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	7/29/1987	\$4,800	440/684
CITY OF PETERSBURG,	11/10/2021	\$1	2021/3885
CITY OF PETERSBURG,	11/5/2021	\$0	2021/3831

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$34,100	\$34,100	\$34,100	\$34,100	\$34,800
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$34,100	\$34,100	\$34,100	\$34,100	\$34,800

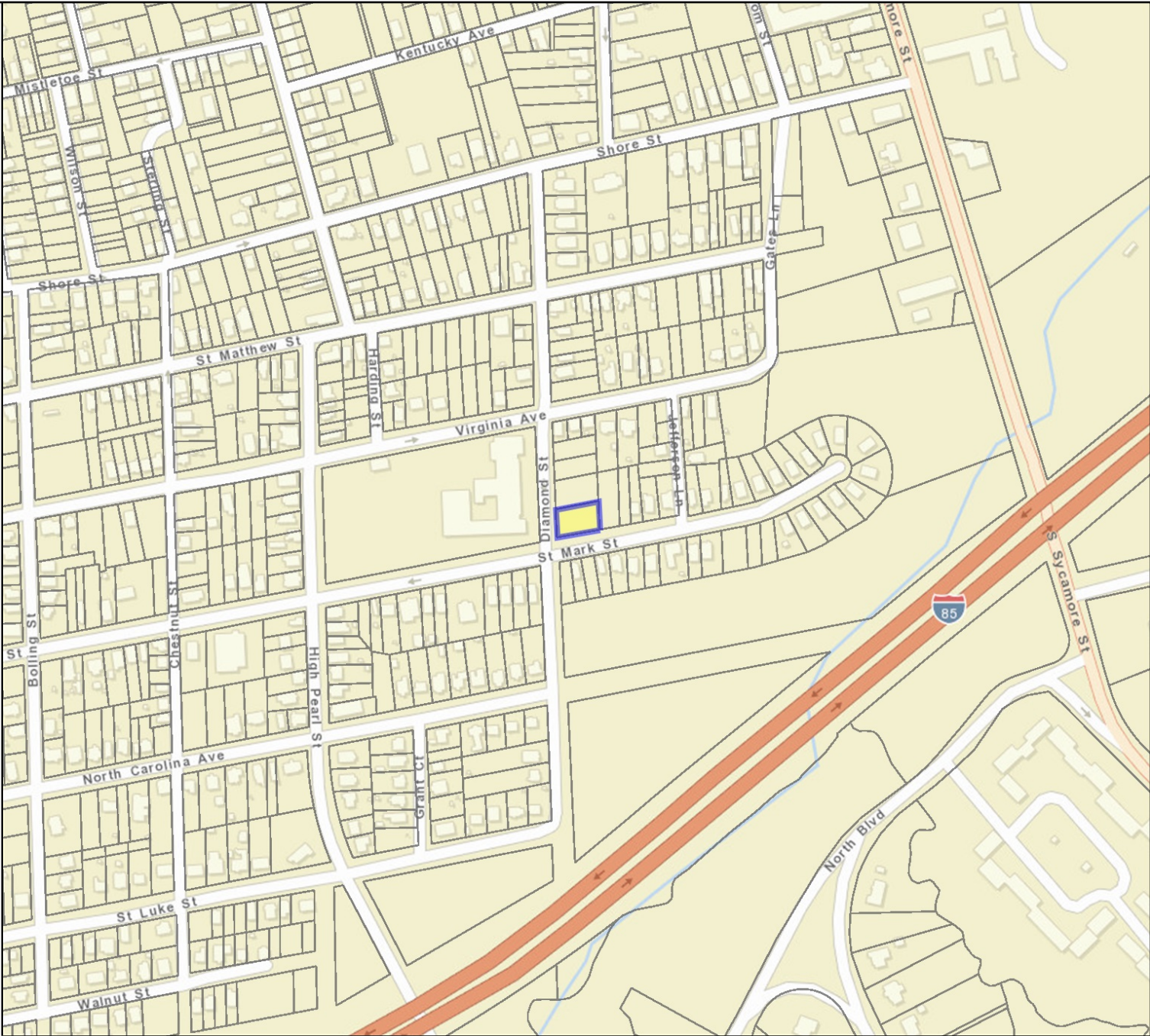
## Property Tax (Coming Soon)



# Petersburg, Virginia

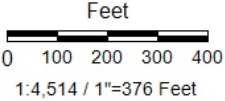
## Legend

- County Boundaries
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**Parcel #: 044090016**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 031320023

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	151 VIRGINIA AVE Petersburg , VA	Congressional District:	4
Legal Acreage:	.107	City Ward:	5
Legal Description:	41X114 ON DIAMOND ST	Polling Place:	Tabernacle Baptist Church
Subdivision:	Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/16/2002	\$0	2002/1957
	5/16/2002	\$0	2002/1957

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,900	\$6,900	\$6,900	\$6,900	\$6,900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,900	\$6,900	\$6,900	\$6,900	\$6,900

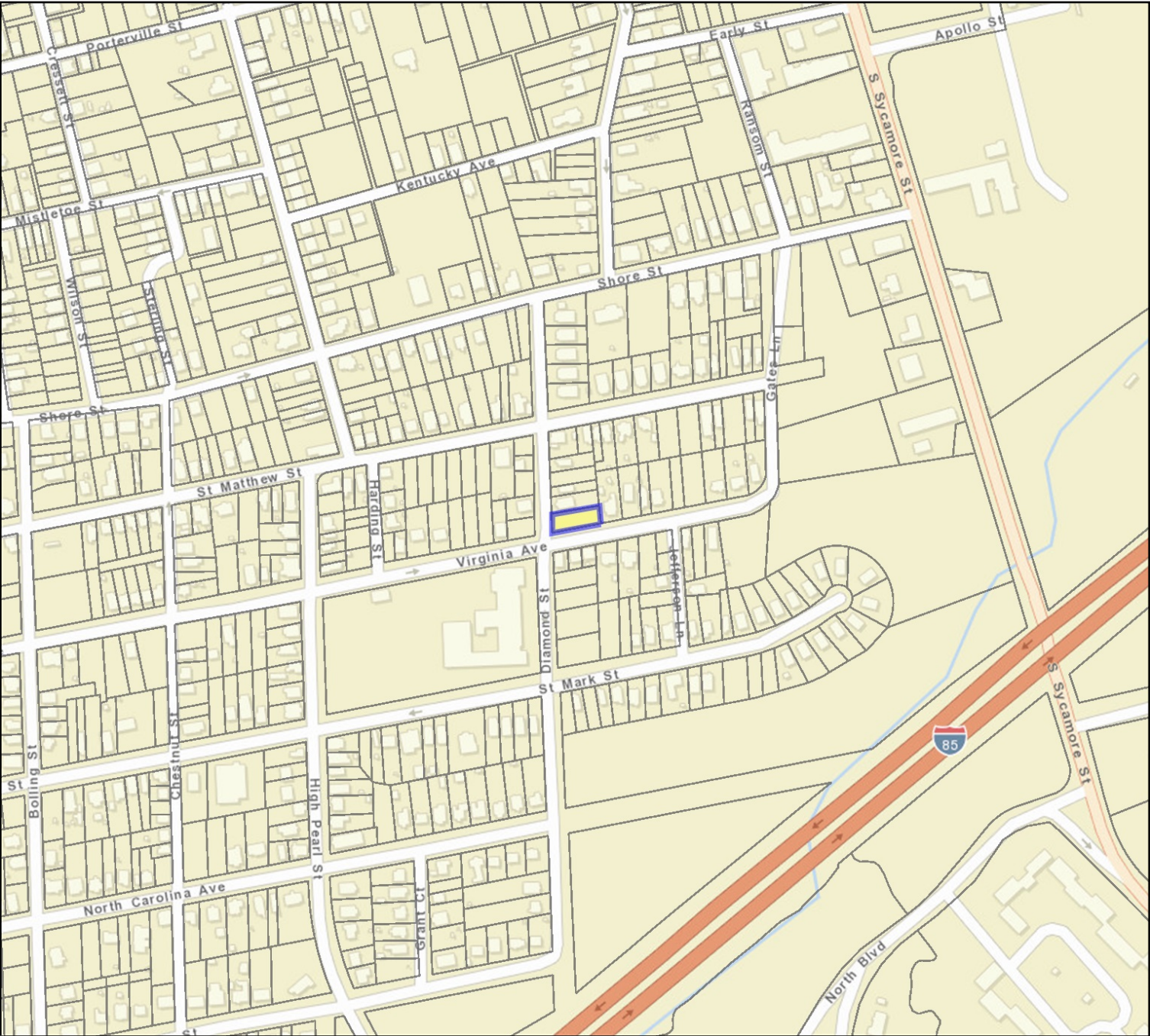
## Property Tax (Coming Soon)



# Petersburg, Virginia

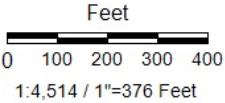
## Legend

- County Boundaries
- Parcels



**Parcel #: 031320023**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 031260037

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	202 KENTUCKY AVE Petersburg , VA	Congressional District:	4
Legal Acreage:	.109	City Ward:	5
Legal Description:	42 X 113	Polling Place:	Tabernacle Baptist Church
Subdivision:	Tucker	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/11/2000	\$100	637/400
	5/11/2000	\$100	637/400

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$4,500	\$4,500	\$4,500	\$4,500	\$4,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$4,500	\$4,500	\$4,500	\$4,500	\$4,600

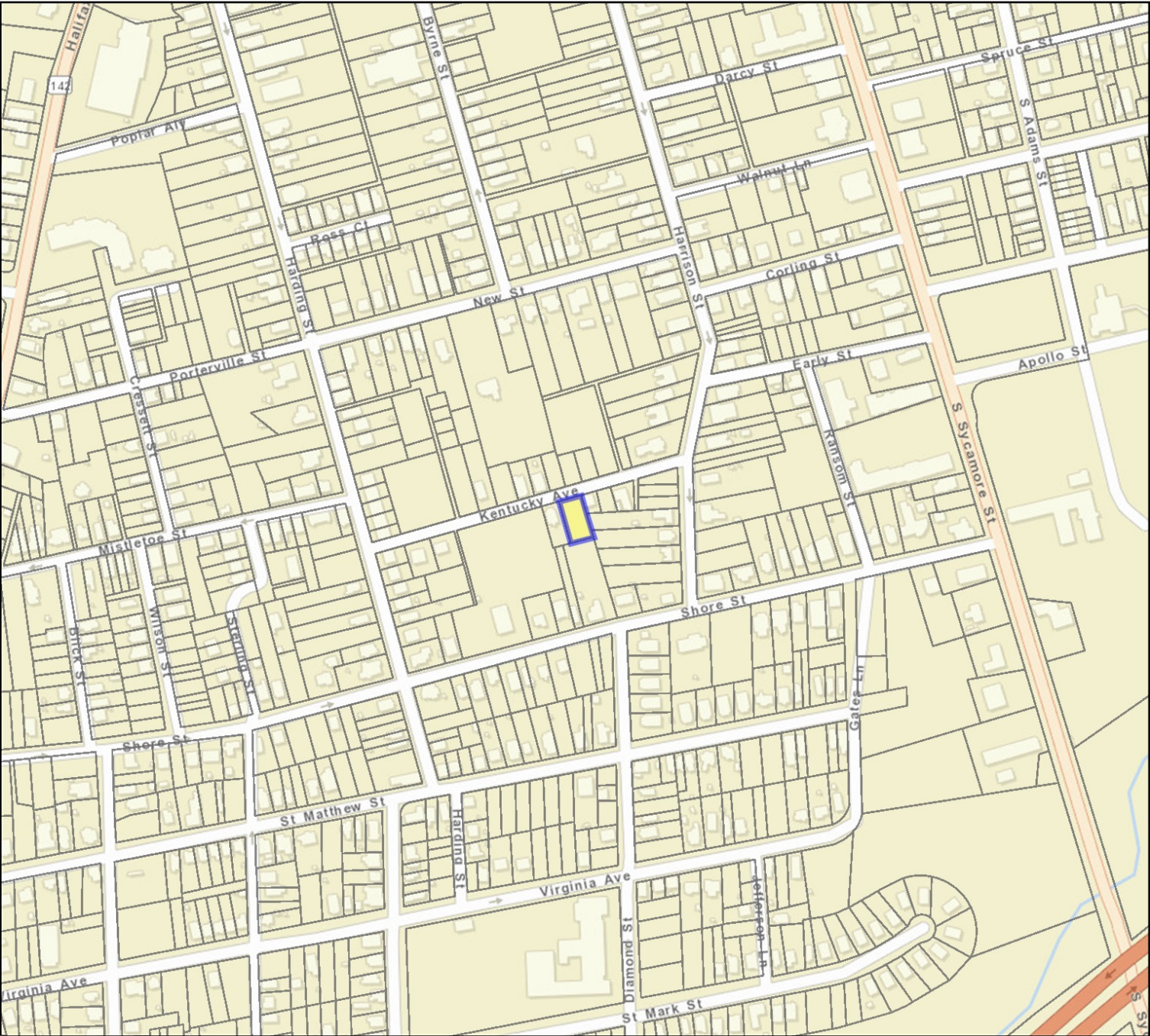
## Property Tax (Coming Soon)



# Petersburg, Virginia

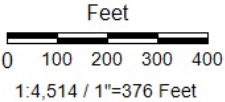
## Legend

- County Boundaries
- Parcels



**Parcel #: 031260037**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 031260036

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	204 KENTUCKY AVE Petersburg , VA	Congressional District:	4
Legal Acreage:	.119	City Ward:	5
Legal Description:	46 X 113	Polling Place:	Tabernacle Baptist Church
Subdivision:	Tucker	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/28/2004	\$13,750	2004/5844
	12/28/2004	\$13,750	2004/5844

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$5,400	\$5,400	\$5,400	\$5,400	\$5,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,400	\$5,400	\$5,400	\$5,400	\$5,500

## Property Tax (Coming Soon)

# Petersburg, Virginia

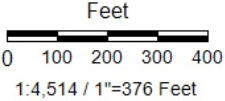
## Legend

- County Boundaries
- Parcels



**Parcel #: 031260036**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 044110020

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	249 NORTH CAROLINA AVE Petersburg , VA	Congressional District:	4
Legal Acreage:	.211	City Ward:	5
Legal Description:	57 X 150-171.9	Polling Place:	Tabernacle Baptist Church
Subdivision:	Delectable Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/28/2001	\$0	2001/4561
	11/28/2001	\$0	2001/4561

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,600	\$6,600	\$6,600	\$6,600	\$6,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,600	\$6,600	\$6,600	\$6,600	\$6,700

## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 044110020**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 031380004

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	322 SHORE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.129	City Ward:	5
Legal Description:	51 X 110	Polling Place:	Tabernacle Baptist Church
Subdivision:	Dunn	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/11/2000	\$2,500	637/403
	5/11/2000	\$2,500	637/403

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000

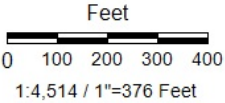
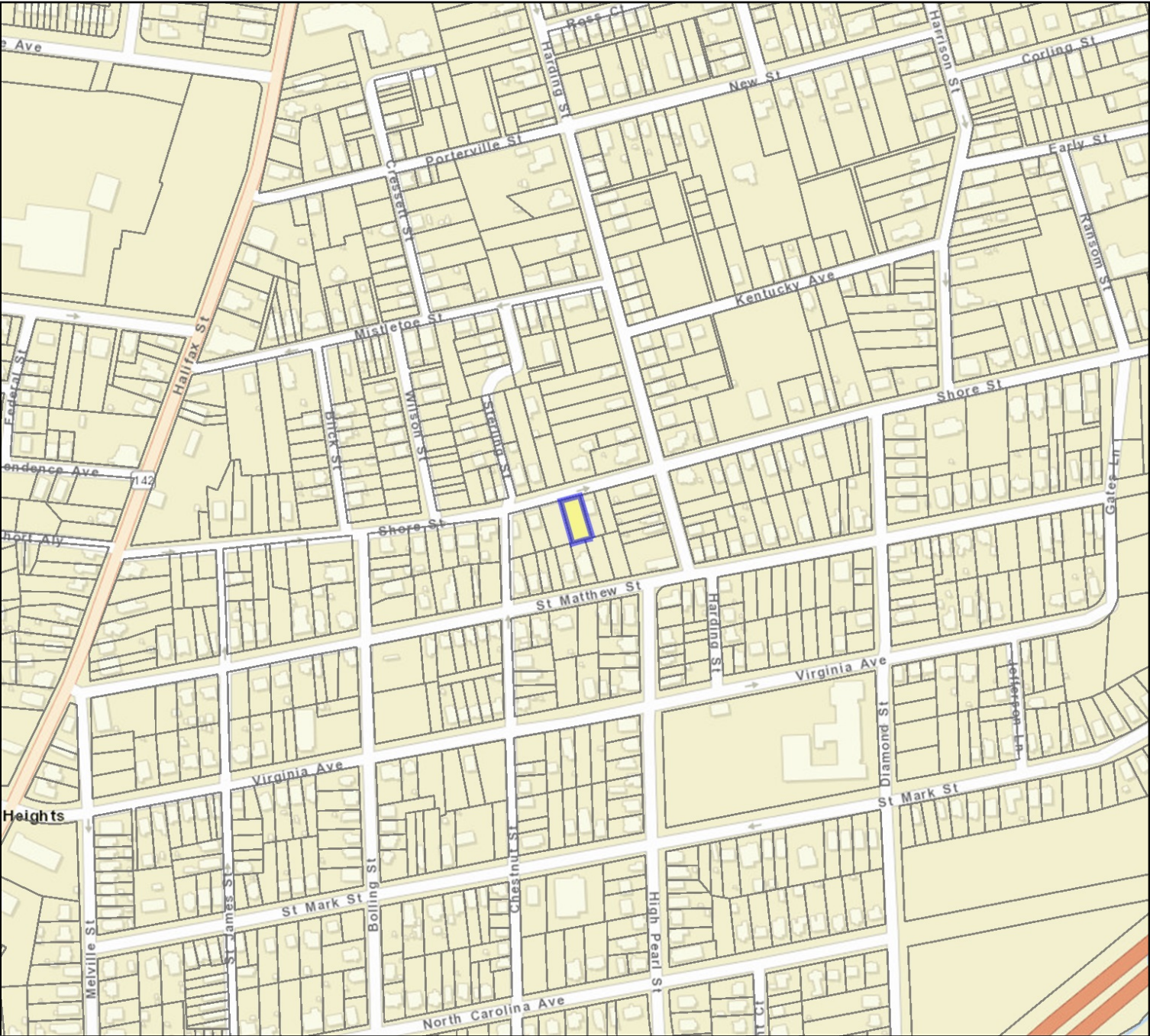
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 031380004**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 031380003

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	328 SHORE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.144	City Ward:	5
Legal Description:	57X110	Polling Place:	Tabernacle Baptist Church
Subdivision:	Dunn	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/22/2001	\$3,500	2001/3110
	8/22/2001	\$3,500	2001/3110

## Assessments

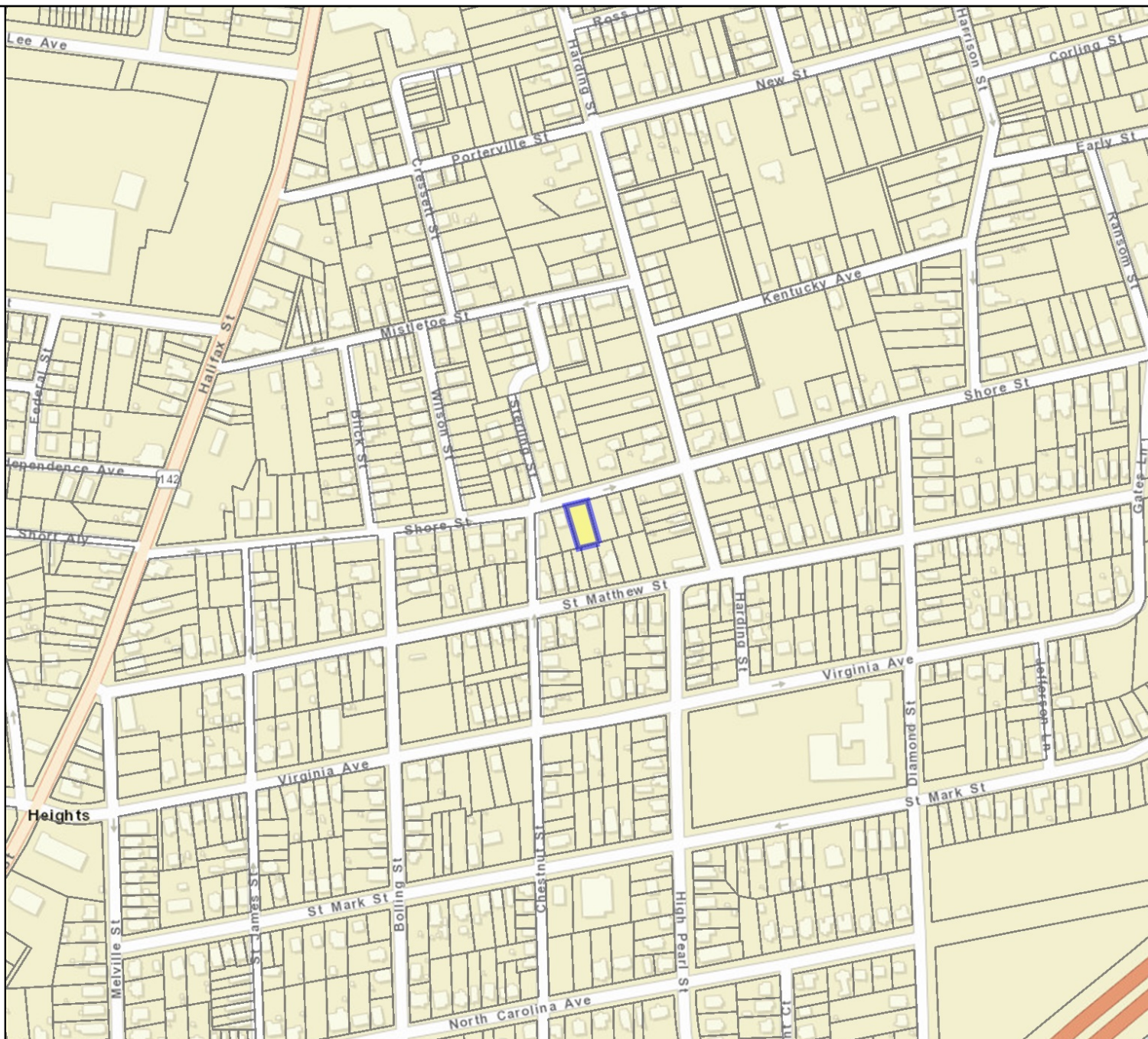
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,600	\$6,600	\$6,600	\$6,600	\$6,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,600	\$6,600	\$6,600	\$6,600	\$6,600

## Property Tax (Coming Soon)



### Legend

-  County Boundaries  
 Parcels



Parcel #: 031380003

**Date: 4/11/2022**

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Feet

$$1:4,514 / 1"=376 \text{ Feet}$$



# Petersburg, Virginia

Parcel: 022350010

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	Poplar Lawn
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-5	Va House District:	63
Property Address	334 HARRISON ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.313	City Ward:	5
Legal Description:	47 X 290	Polling Place:	Tabernacle Baptist Church
Subdivision:		Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:	Poplar Lawn	Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/29/2003	\$5,000	2003/1815
	4/29/2003	\$5,000	2003/1815

## Assessments

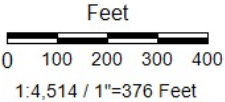
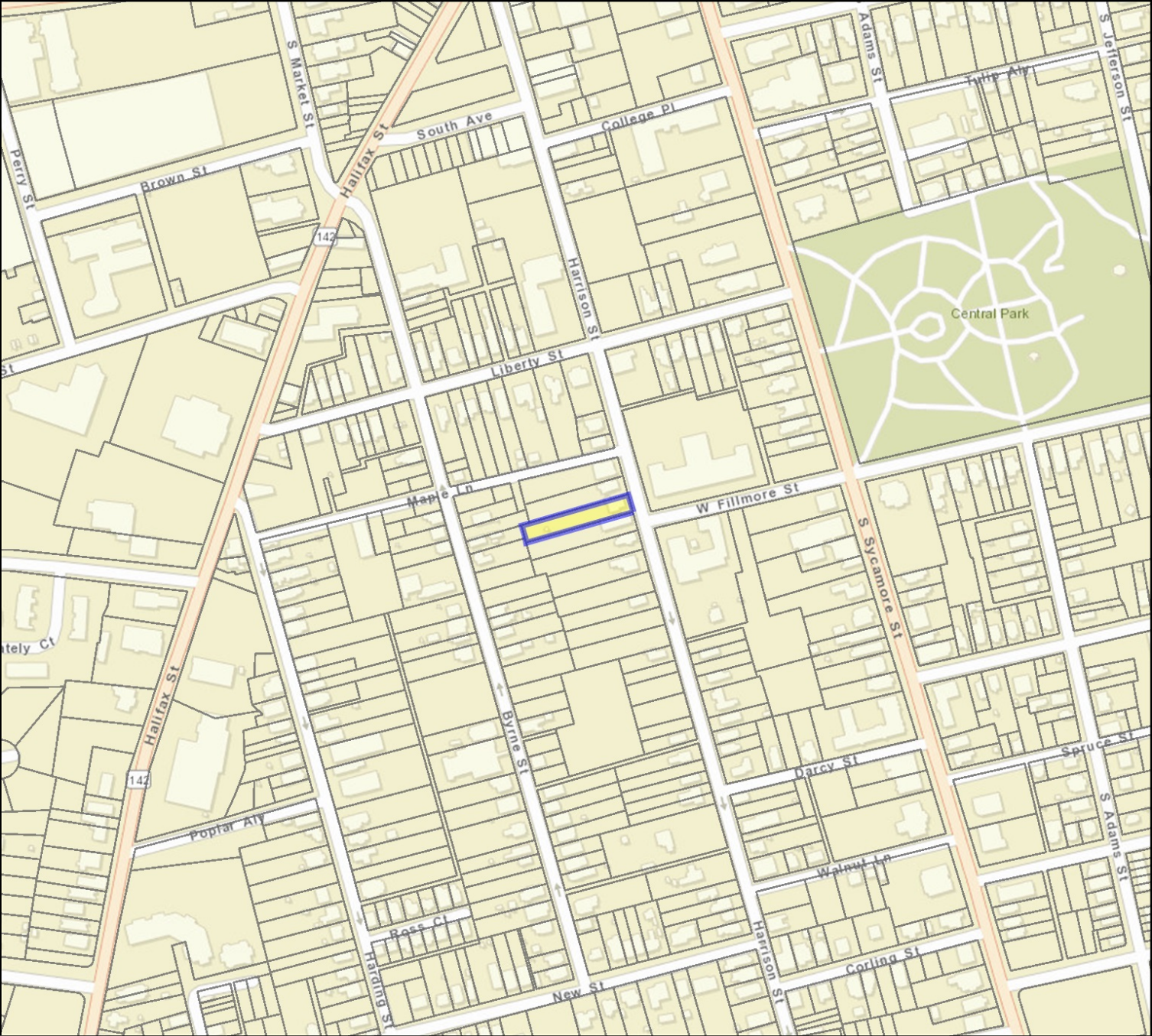
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,900	\$6,900	\$6,900	\$6,900	\$6,900
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,900	\$6,900	\$6,900	\$6,900	\$6,900

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 022350010**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 031390005

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	408 SHORE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.152	City Ward:	5
Legal Description:	PT 317THE HEIGHTS	Polling Place:	Tabernacle Baptist Church
Subdivision:	Delectable Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/25/2003	\$16,800	2003/1767
	4/25/2003	\$16,800	2003/1767

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,900	\$6,900	\$6,900	\$6,900	\$7,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,900	\$6,900	\$6,900	\$6,900	\$7,000

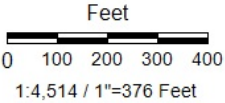
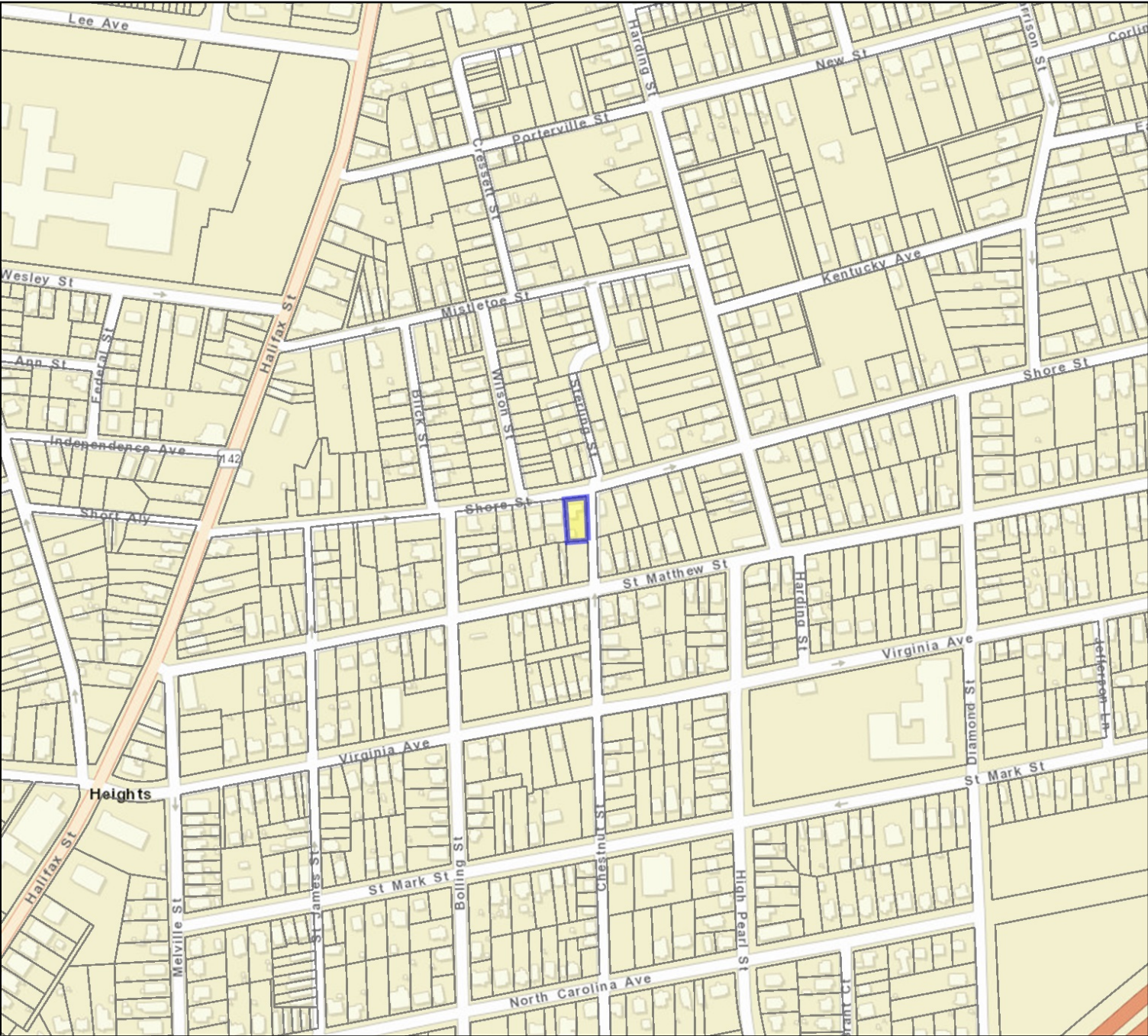
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 031390005**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 031390009

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	415 ST MATTHEW ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.149	City Ward:	5
Legal Description:	DELECTABLE HEIGHTS PT LT 318 59 X 110	Polling Place:	Tabernacle Baptist Church
Subdivision:	Delectable Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/7/2009	\$11,000	2009/2248
	8/7/2009	\$11,000	2009/2248

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$11,800	\$11,800	\$11,800	\$11,800	\$12,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$11,800	\$11,800	\$11,800	\$11,800	\$12,000

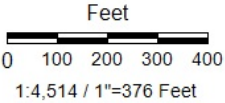
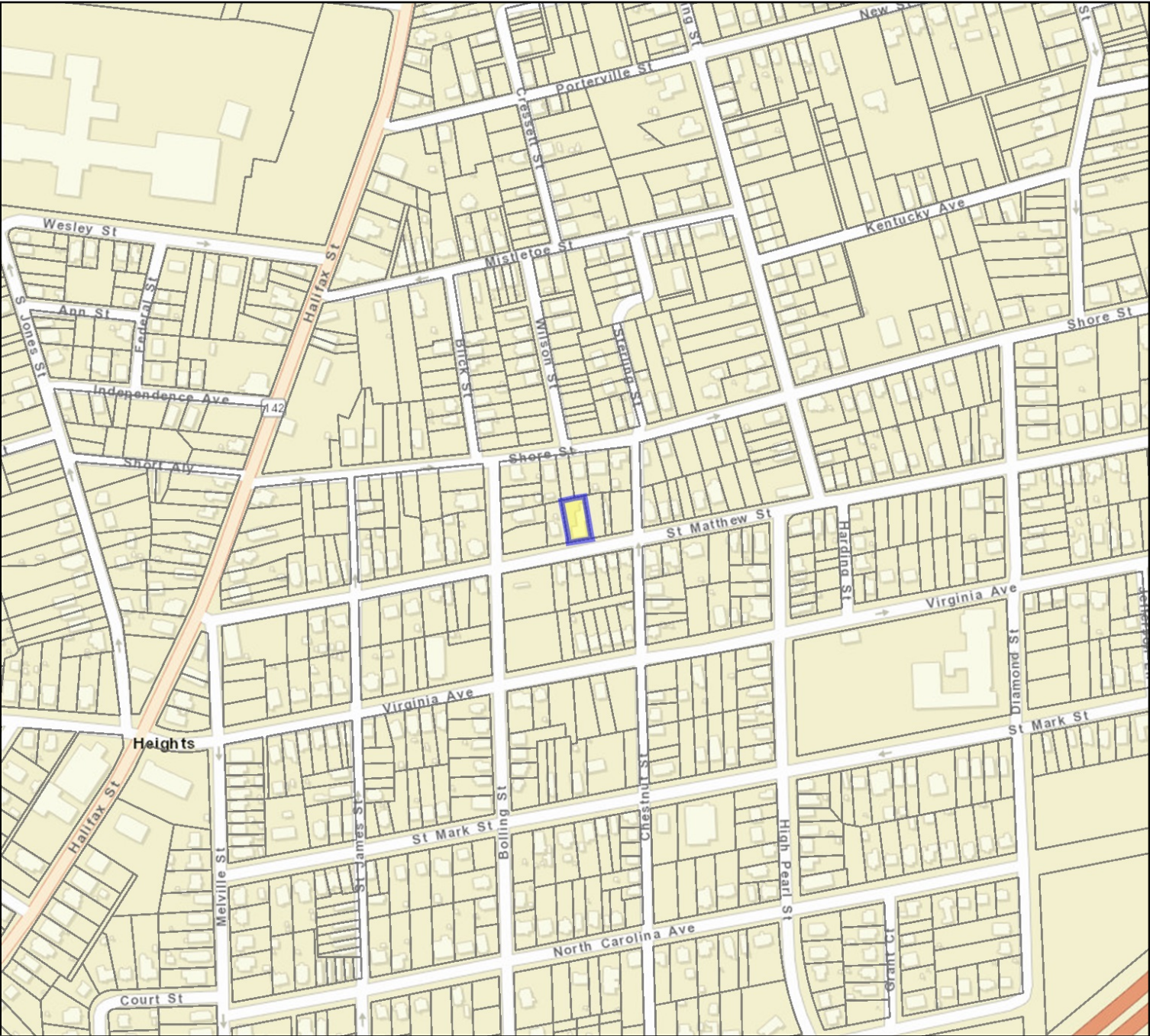
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 031390009**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 029150006

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	425 WEST ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.265	City Ward:	5
Legal Description:	LOTS 4-5-6 BK B PUGH PLAT	Polling Place:	Tabernacle Baptist Church
Subdivision:	Pugh	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/29/2000	\$5,000	640/596
	6/29/2000	\$5,000	640/596

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$15,700	\$15,700	\$15,700	\$15,700	\$15,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$15,700	\$15,700	\$15,700	\$15,700	\$15,700

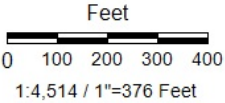
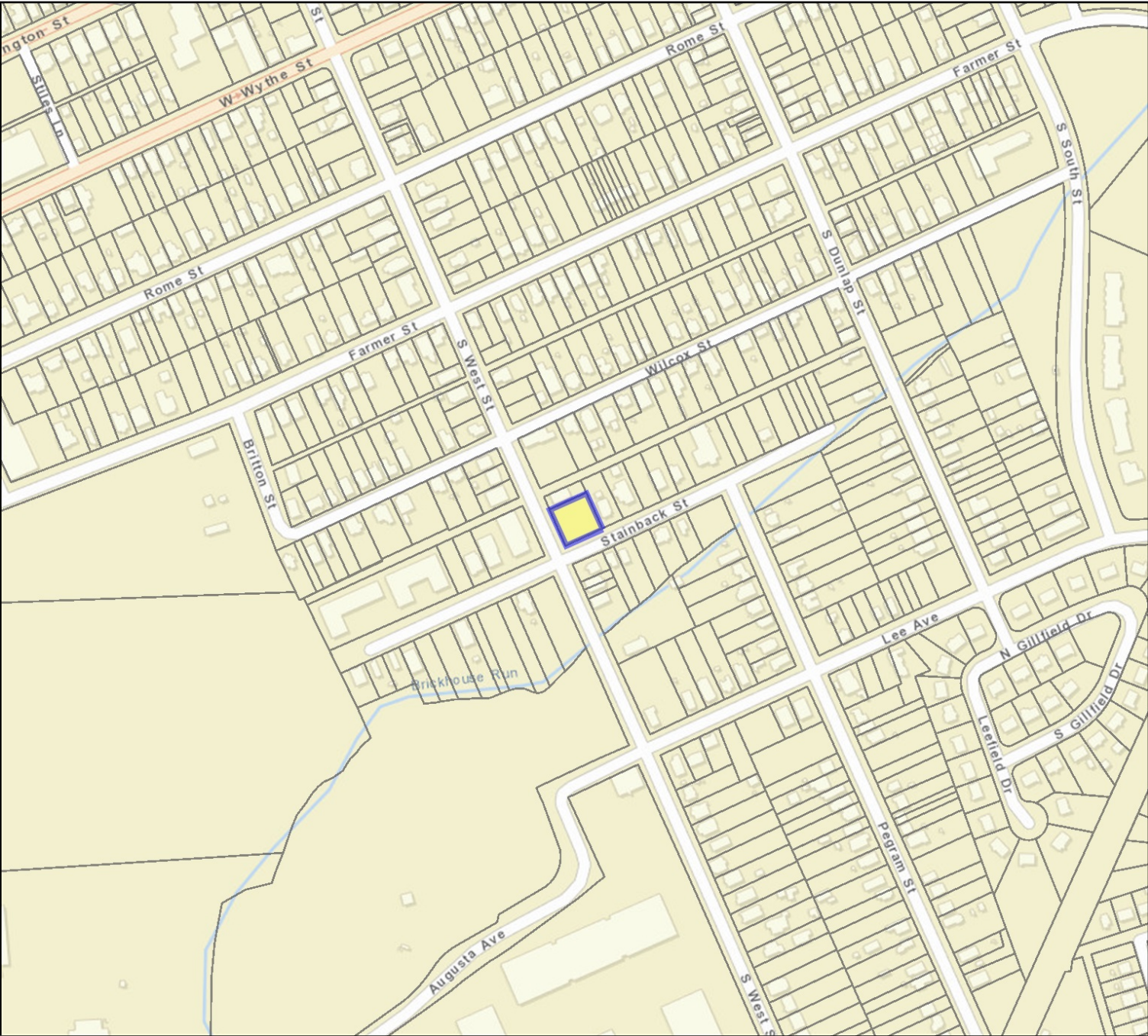
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 029150006**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030260005

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	517 ST MATTHEW ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.19	City Ward:	5
Legal Description:	PT LT 321 THE HGTS 59X136 & 522 SHORE ST 15X104	Polling Place:	Tabernacle Baptist Church
Subdivision:	Delectable Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/15/2005	\$0	2005/5494
	11/15/2005	\$0	2005/5494

## Assessments

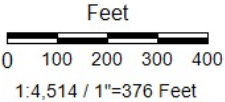
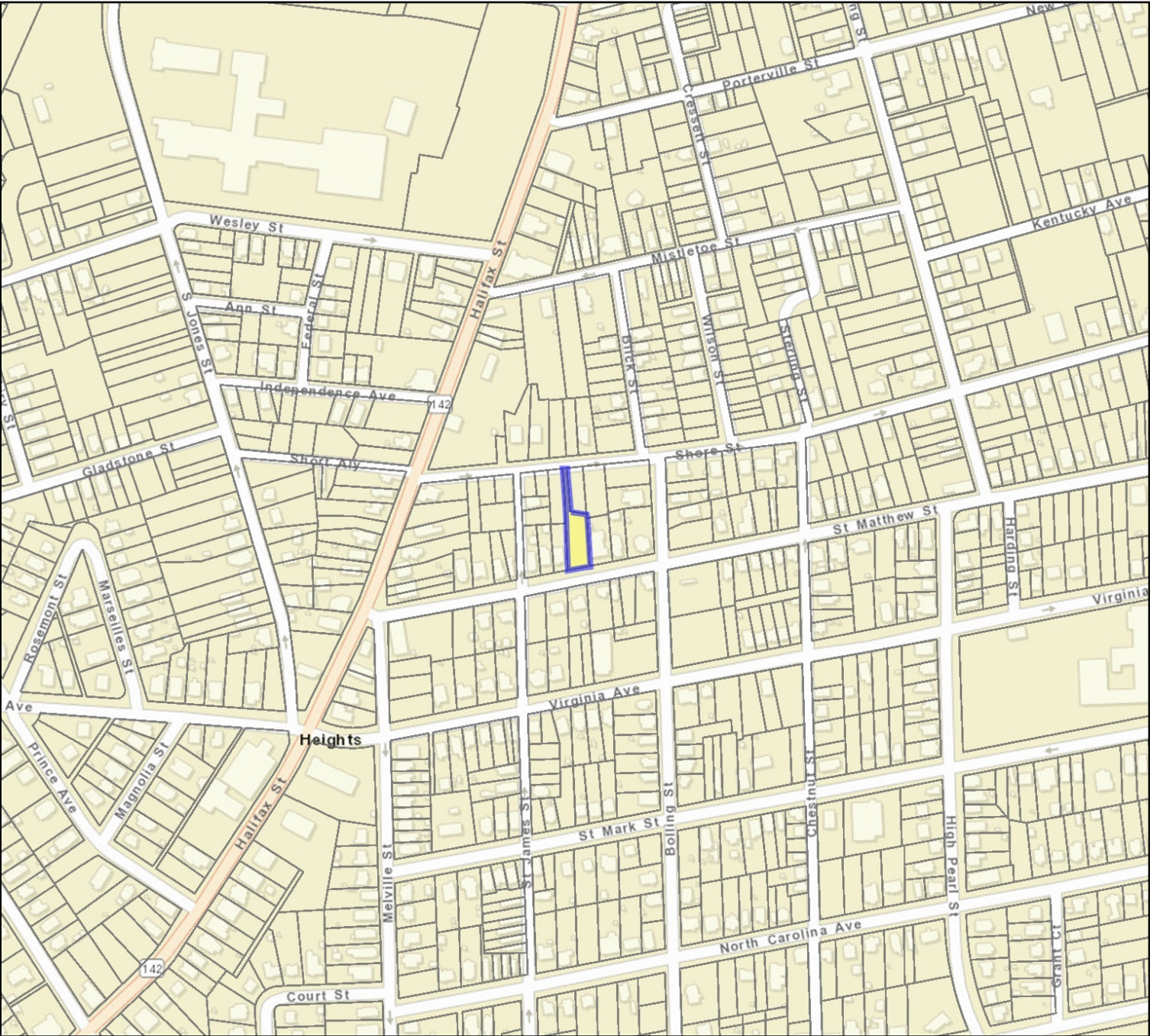
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$9,400	\$9,400	\$9,400	\$9,400	\$9,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,400	\$9,400	\$9,400	\$9,400	\$9,600

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030260005**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 044050011

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	521 ST MARK ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.124	City Ward:	5
Legal Description:	LT 2 PUGH 36.2-36.8X148.7-149	Polling Place:	Tabernacle Baptist Church
Subdivision:	Pugh	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/9/2005	\$2,970	2005/2600
	6/9/2005	\$2,970	2005/2600

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,100

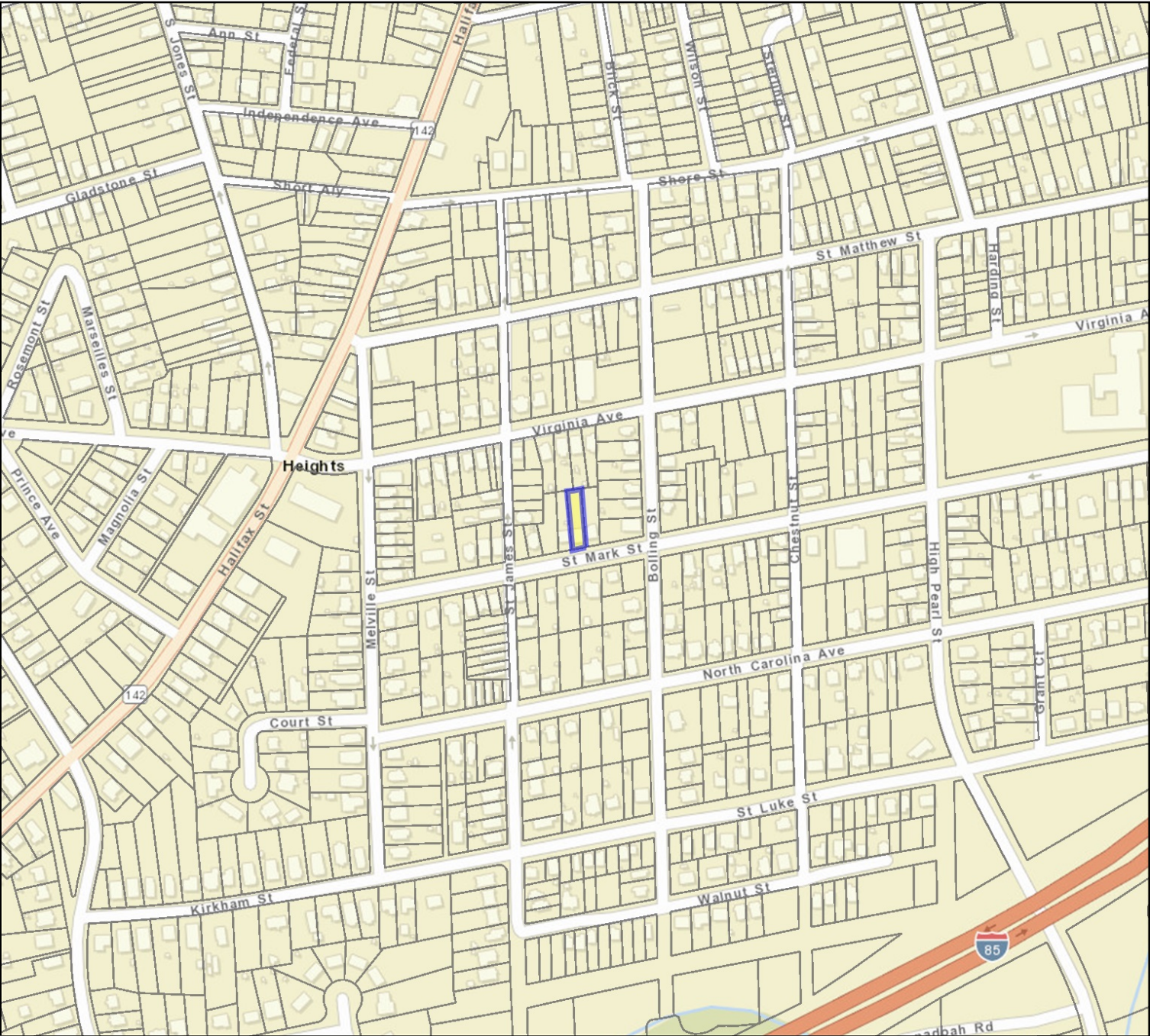
## Property Tax (Coming Soon)



# Petersburg, Virginia

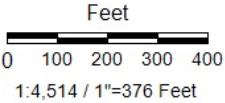
## Legend

- County Boundaries
- Parcels



Parcel #: 044050011

Date: 4/11/2022



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# Petersburg, Virginia

Parcel: 030250003

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	604 SHORE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.274	City Ward:	5
Legal Description:	3 PARCELS	Polling Place:	Tabernacle Baptist Church
Subdivision:		Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/4/2000	\$5,500	649/569
	12/4/2000	\$5,500	649/569

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$17,300	\$17,300	\$17,300	\$17,300	\$17,300
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$17,300	\$17,300	\$17,300	\$17,300	\$17,300

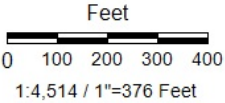
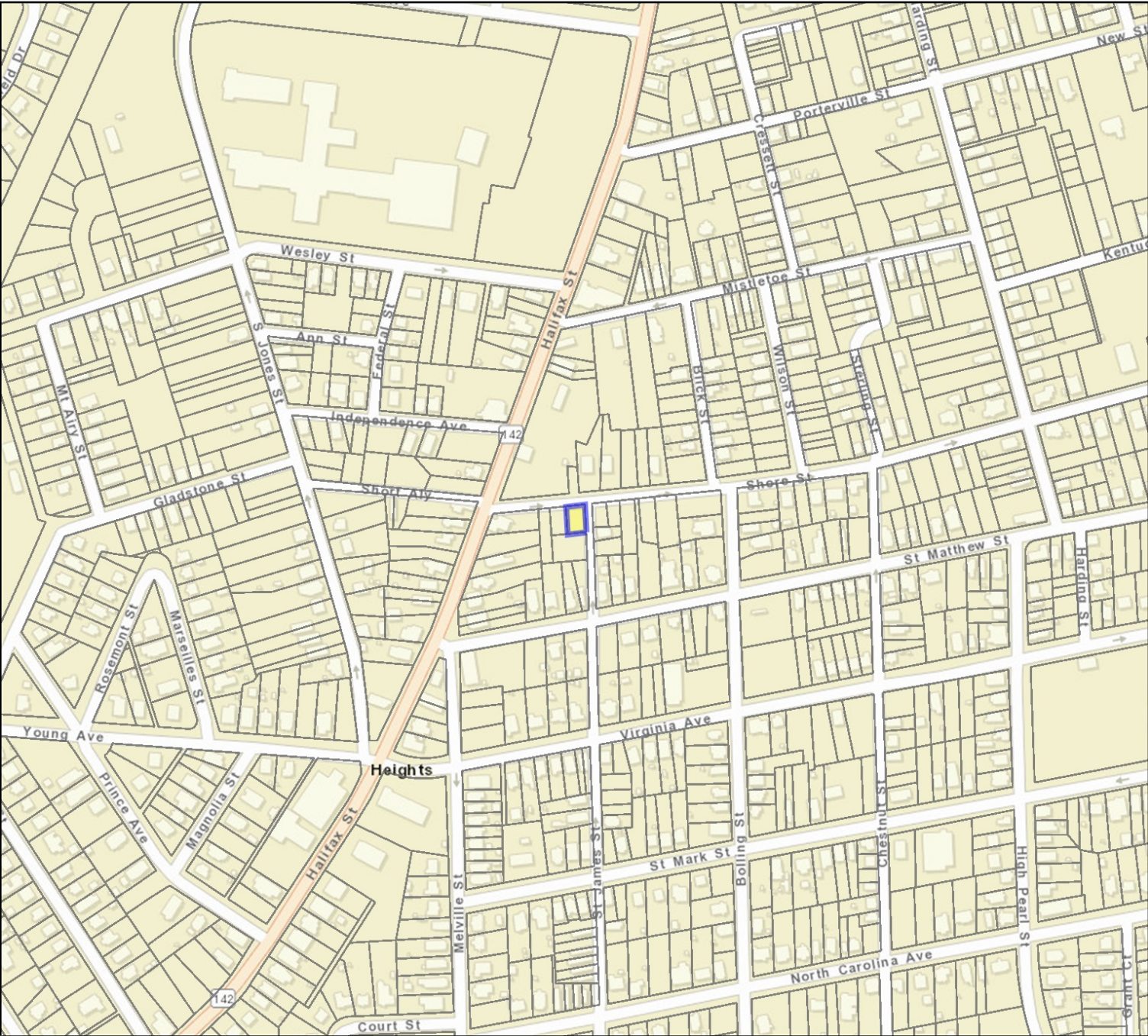
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030250003**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030090003

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	612 PEGRAM ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.434	City Ward:	6
Legal Description:	PT LT 67 P H PLAT 90X210	Polling Place:	Westview School
Subdivision:	Poor House	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/28/2004	\$7,700	2004/5849
	12/28/2004	\$7,700	2004/5849

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$14,400	\$14,400	\$14,400	\$14,400	\$14,400

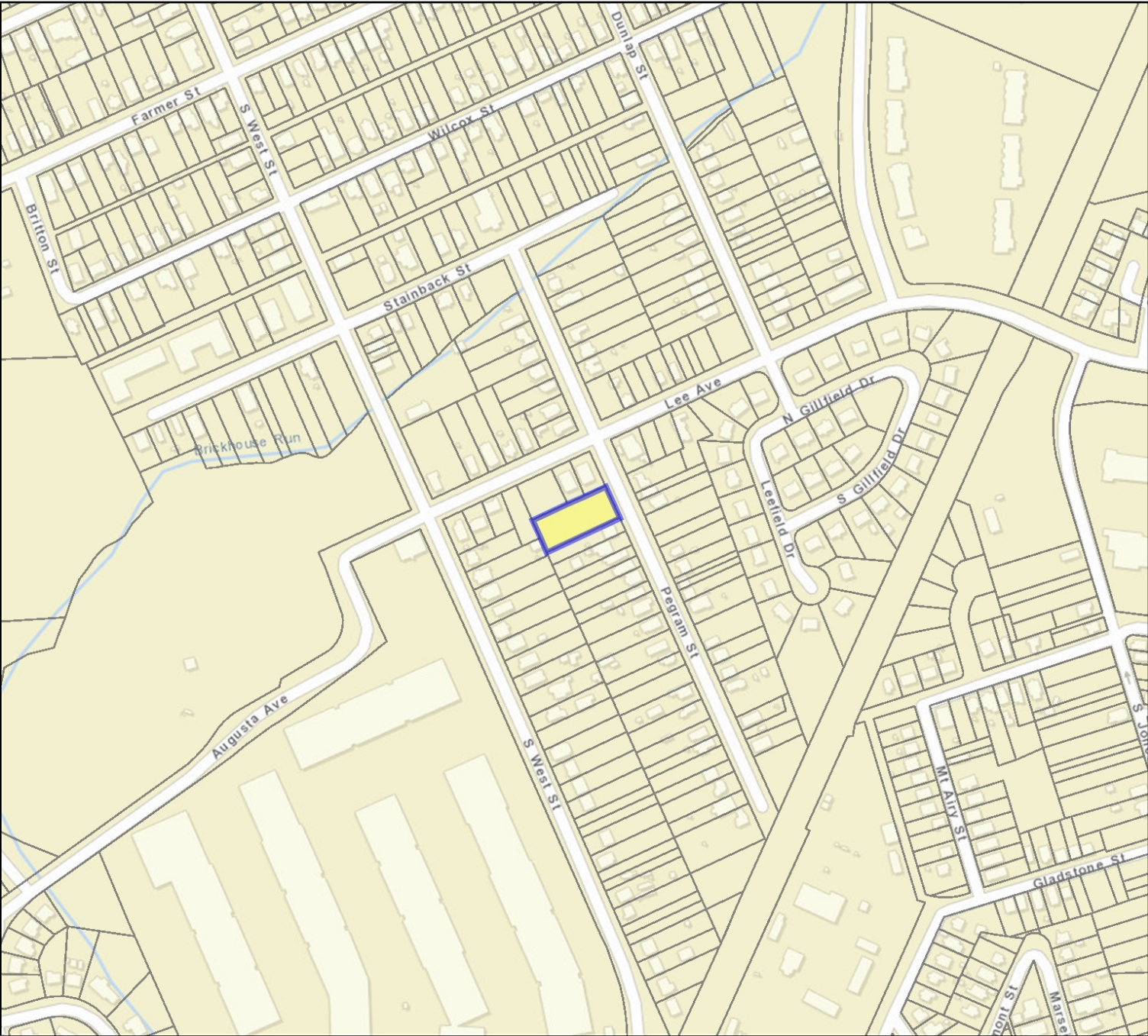
## Property Tax (Coming Soon)



# Petersburg, Virginia

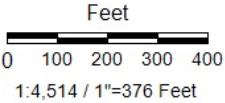
## Legend

- County Boundaries
- Parcels



**Parcel #: 030090003**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 031200046

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	627 HARDING ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.183	City Ward:	5
Legal Description:	55 X 145	Polling Place:	Tabernacle Baptist Church
Subdivision:	Tucker	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	10/1/2008	\$7,150	2008/3951
	10/1/2008	\$7,150	2008/3951

## Assessments

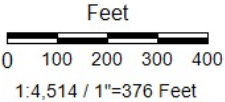
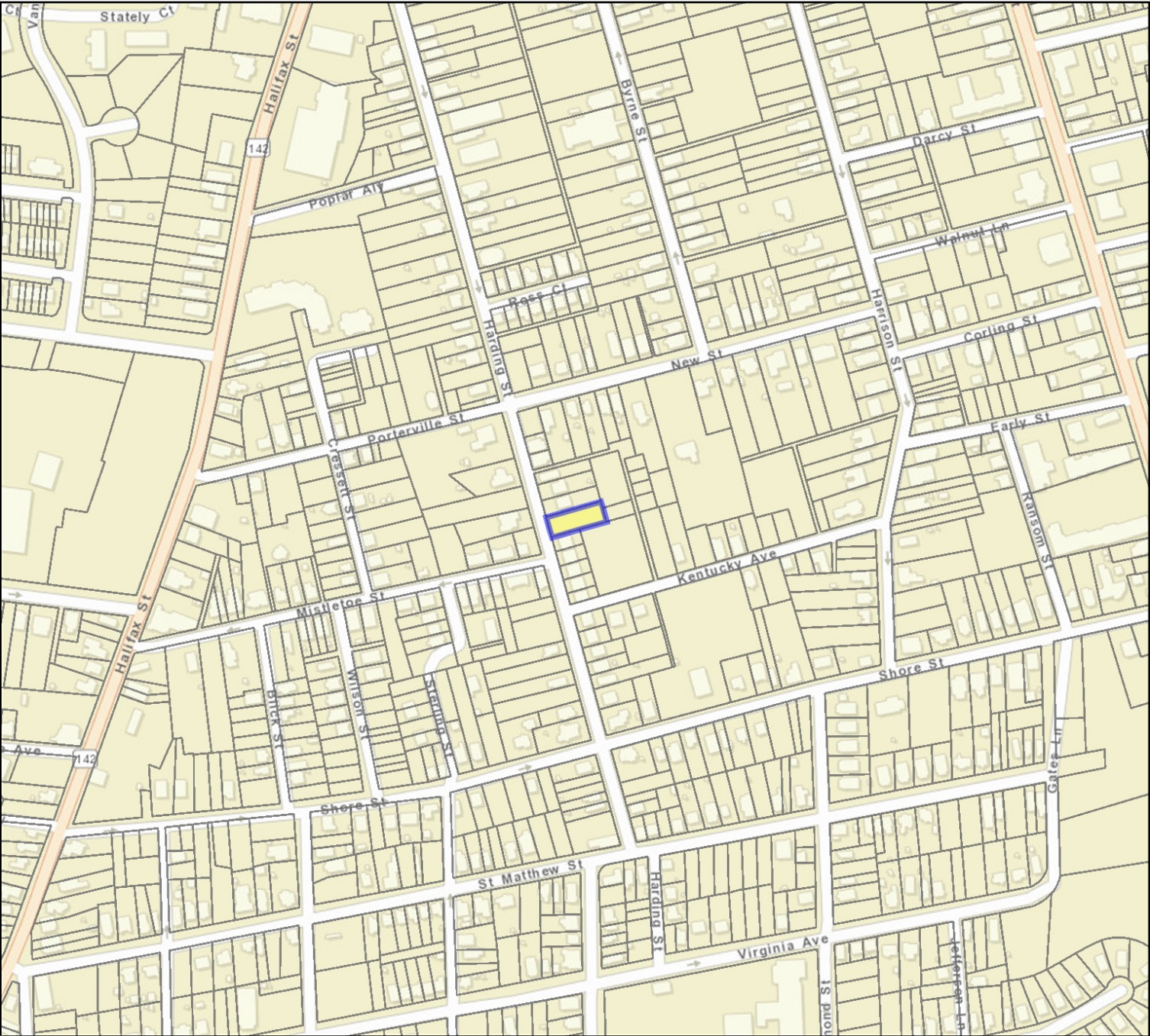
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$9,000	\$9,000	\$9,000	\$9,000	\$9,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,000	\$9,000	\$9,000	\$9,000	\$9,200

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 031200046**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 045380033

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	708 KIRKHAM ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.217	City Ward:	5
Legal Description:	COOL SPRING HGTS PT LT 1	Polling Place:	Tabernacle Baptist Church
Subdivision:	Cool Spring Gardens	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/16/2002	\$0	2002/1956
	5/16/2002	\$0	2002/1956

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,800	\$6,800	\$6,800	\$6,800	\$7,100
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,800	\$6,800	\$6,800	\$6,800	\$7,100

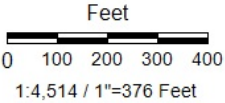
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 045380033**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030180009

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	709 ANN ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.478	City Ward:	5
Legal Description:	4 PARCELS	Polling Place:	Tabernacle Baptist Church
Subdivision:	Harris	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/2/2001	\$5,225	2001/2834
	8/2/2001	\$5,225	2001/2834

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$25,800	\$25,800	\$25,800	\$25,800	\$26,300
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$25,800	\$25,800	\$25,800	\$25,800	\$26,300

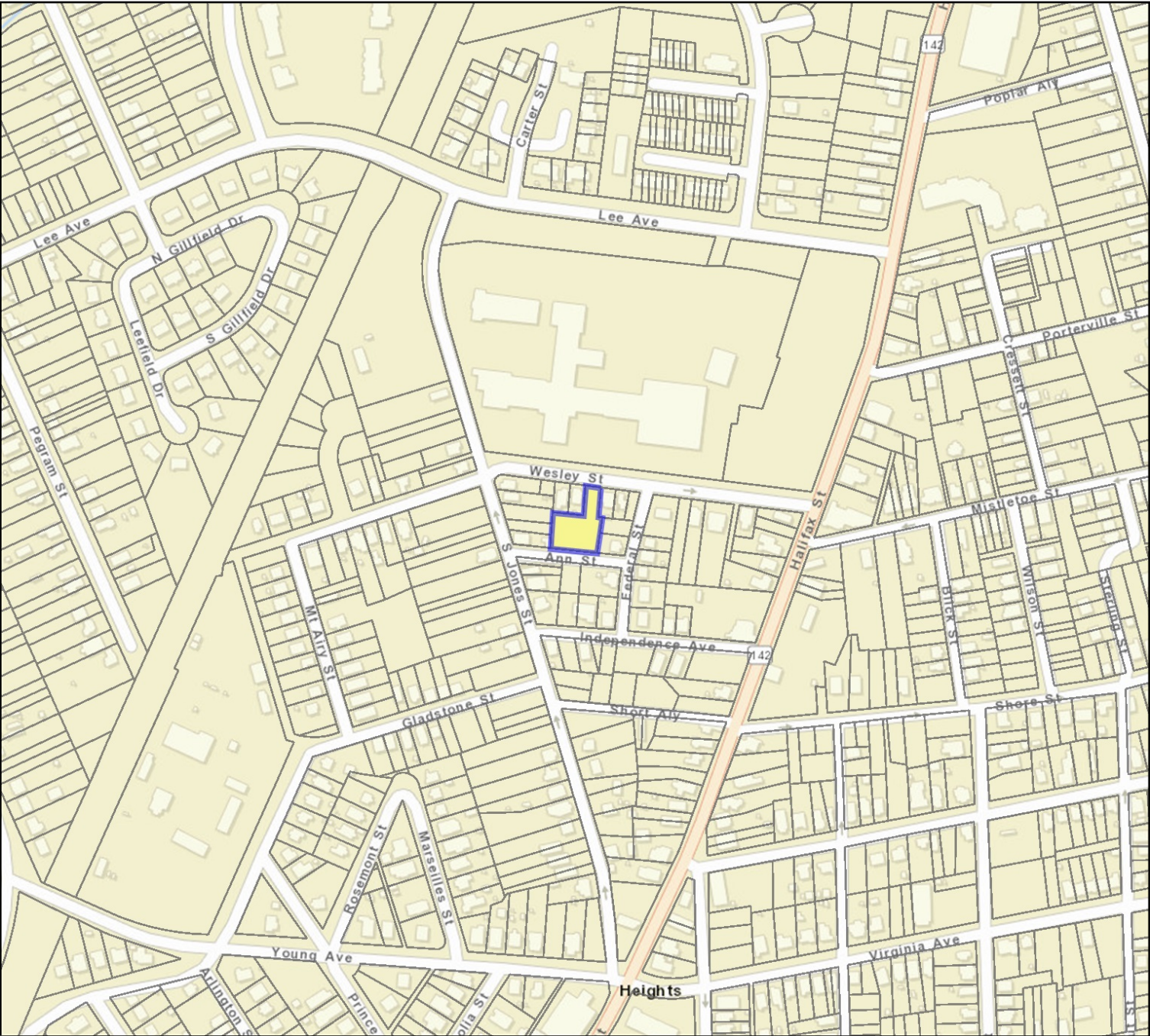
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030180009**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 045380032

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	712 KIRKHAM ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.162	City Ward:	5
Legal Description:	COOL SPRING HGTS PT LT 1 HGTS 44X160	Polling Place:	Tabernacle Baptist Church
Subdivision:	Cool Spring Gardens	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/16/2002	\$0	2002/1956
	5/16/2002	\$0	2002/1956

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,200

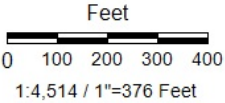
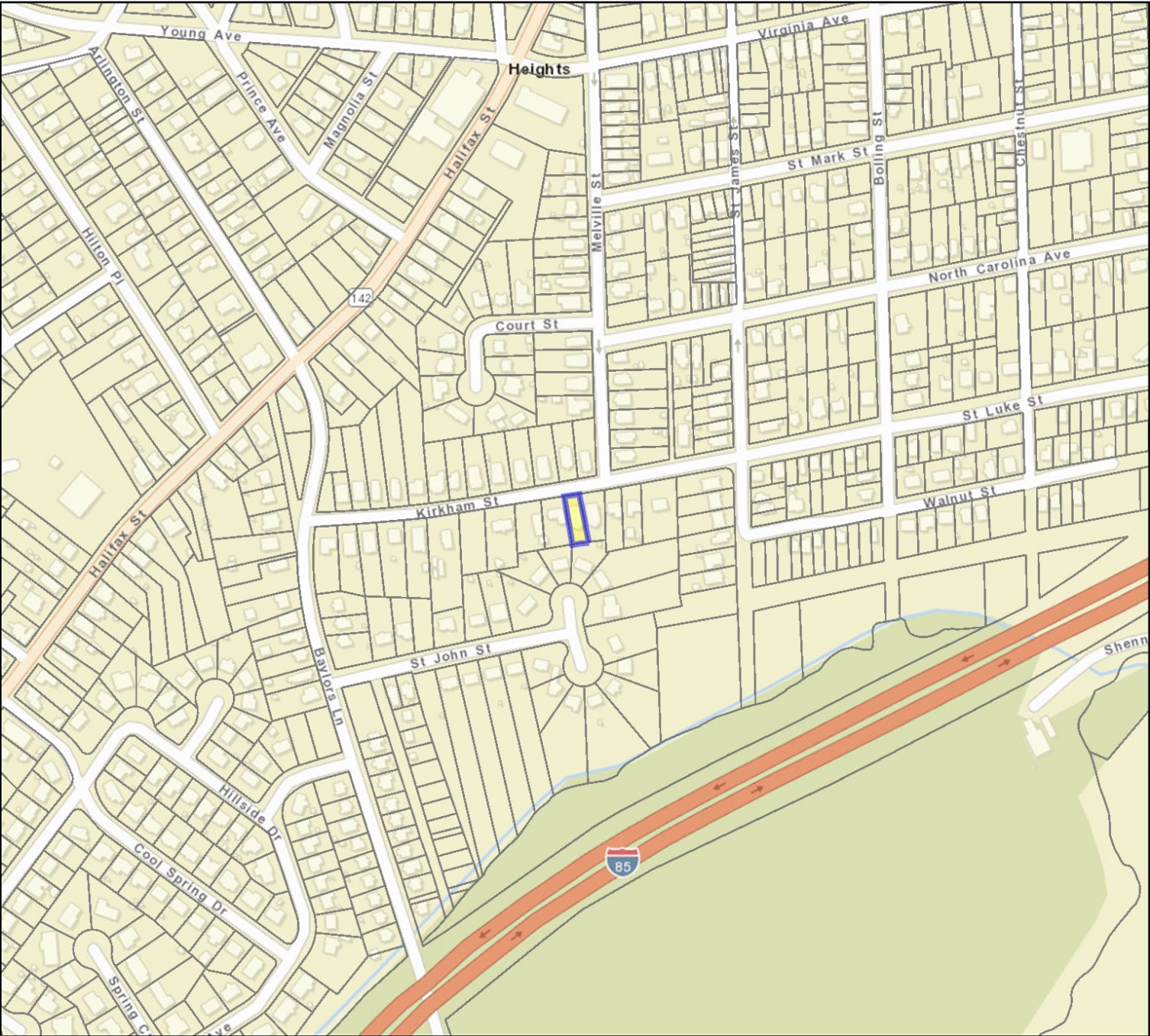
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 045380032**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030090035

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	715 WEST ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.241	City Ward:	6
Legal Description:	PT LOT 84 POORHOUSE PLAT50 X 210	Polling Place:	Westview School
Subdivision:	Poor House	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	2/6/2002	\$2,300	2002/559
	2/6/2002	\$2,300	2002/559

## Assessments

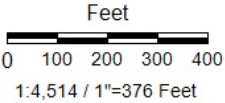
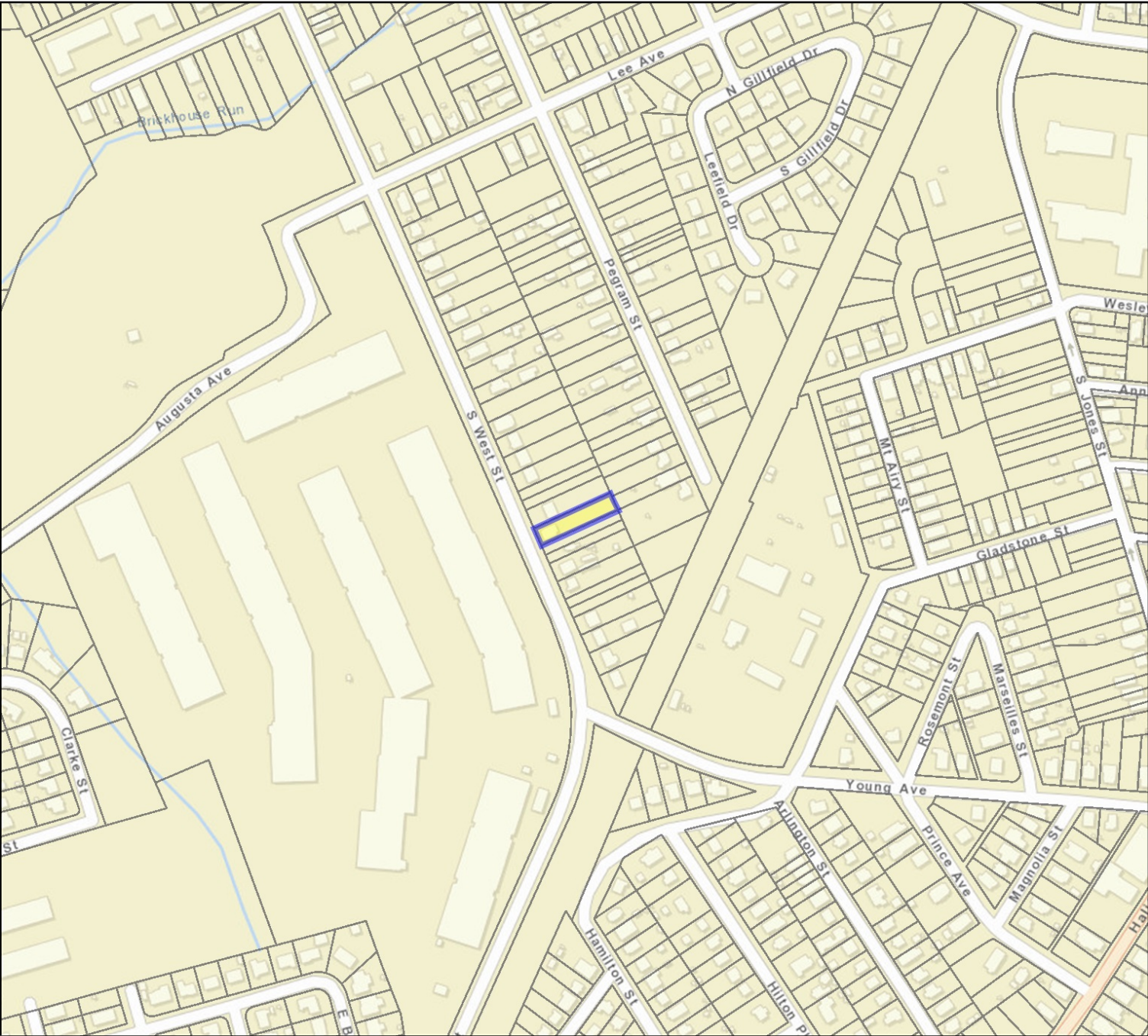
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$10,300	\$10,300	\$10,300	\$10,300	\$10,300
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$10,300	\$10,300	\$10,300	\$10,300	\$10,300

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030090035**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 031250012

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	716 HARDING ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.22	City Ward:	5
Legal Description:	LT 1-2 STARKE PLAT80X120	Polling Place:	Tabernacle Baptist Church
Subdivision:	Starke	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/4/1996	\$1,200	562/362
	11/4/1996	\$1,200	562/362

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,500

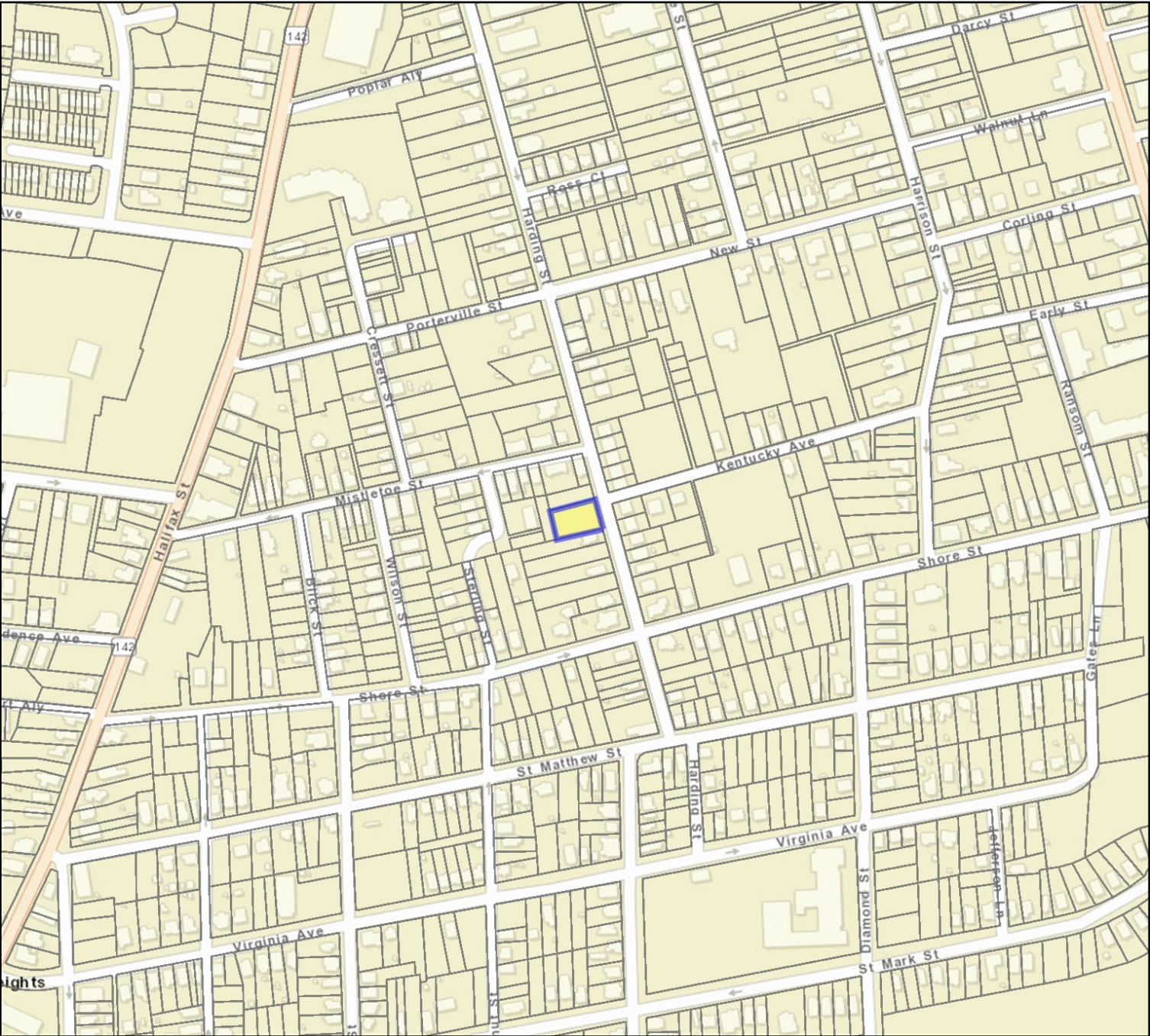
## Property Tax (Coming Soon)



# Petersburg, Virginia

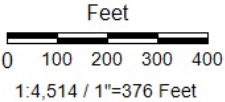
## Legend

- County Boundaries
- Parcels



**Parcel #: 031250012**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 045380031

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	716 KIRKHAM ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.198	City Ward:	5
Legal Description:	COOL SPRING HGTS PT LT 1 & 14FT LT 2 54X160	Polling Place:	Tabernacle Baptist Church
Subdivision:	Cool Spring Gardens	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/16/2002	\$0	2002/1956
	5/16/2002	\$0	2002/1956

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,300	\$6,300	\$6,300	\$6,300	\$6,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,300	\$6,300	\$6,300	\$6,300	\$6,600

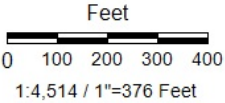
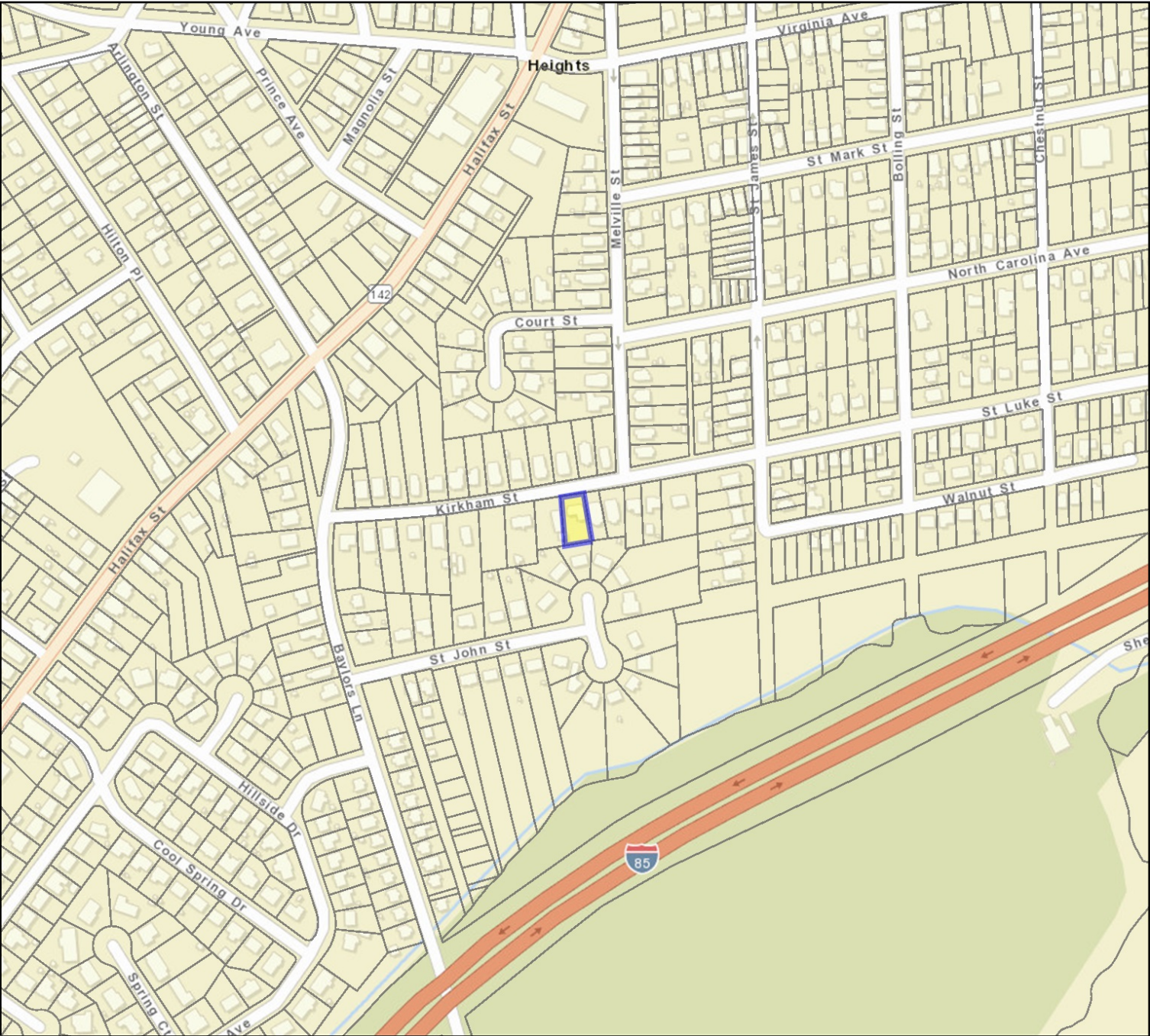
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 045380031**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 031250024

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	725 STERLING ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.119	City Ward:	5
Legal Description:	130X40	Polling Place:	Tabernacle Baptist Church
Subdivision:	Budd	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/12/2001	\$1,250	2001/2151
	6/12/2001	\$1,250	2001/2151

## Assessments

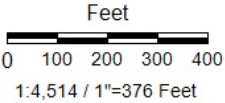
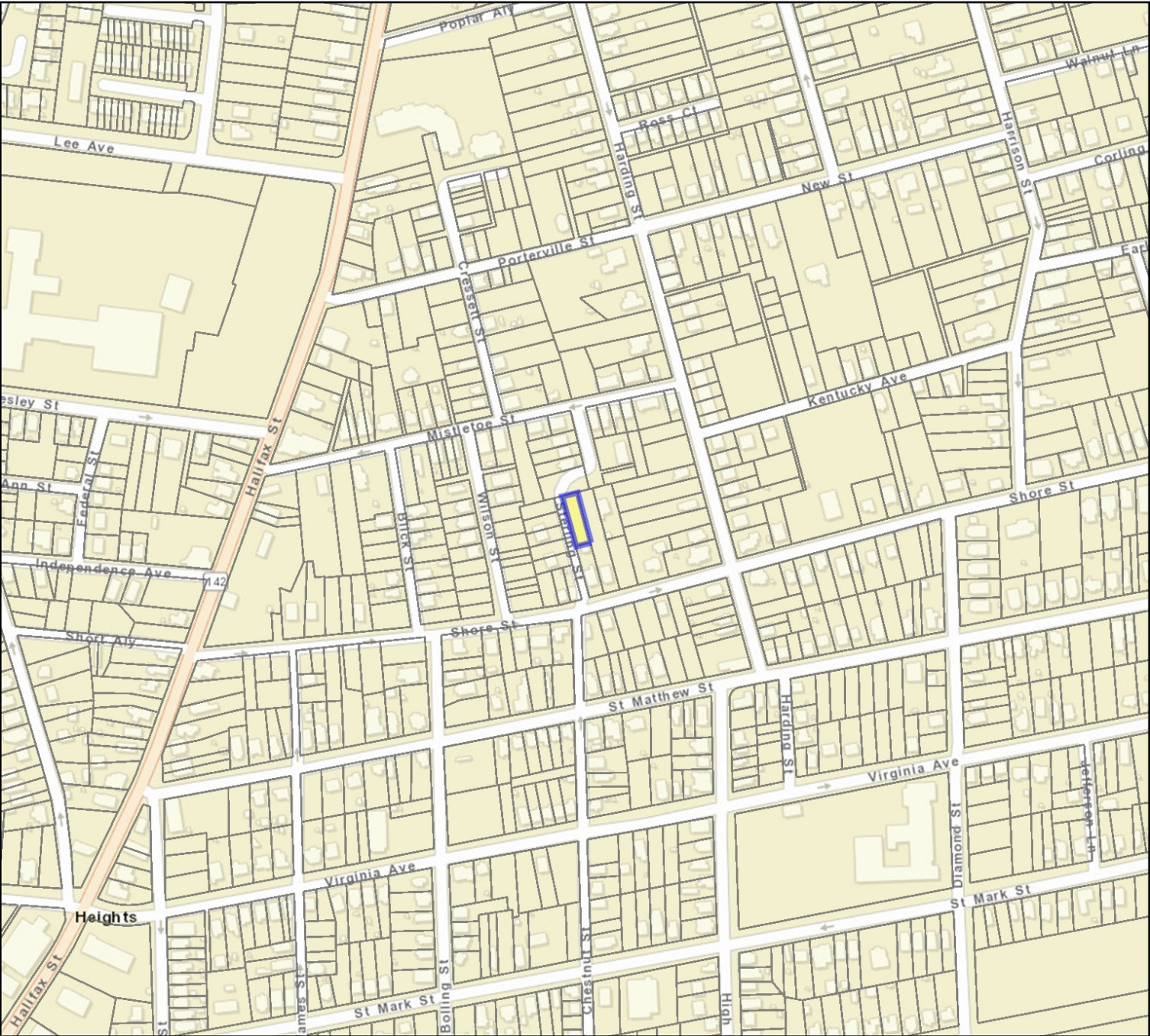
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 031250024**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030090029

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	731 WEST ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.121	City Ward:	6
Legal Description:	S 1/2 OF LT 82 POORHOUSEPLAT 25 X 210	Polling Place:	Westview School
Subdivision:	Poor House	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	10/28/2011	\$3,000	2011/2342
	10/28/2011	\$3,000	2011/2342
	5/18/2006	\$0	2006/2412

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000

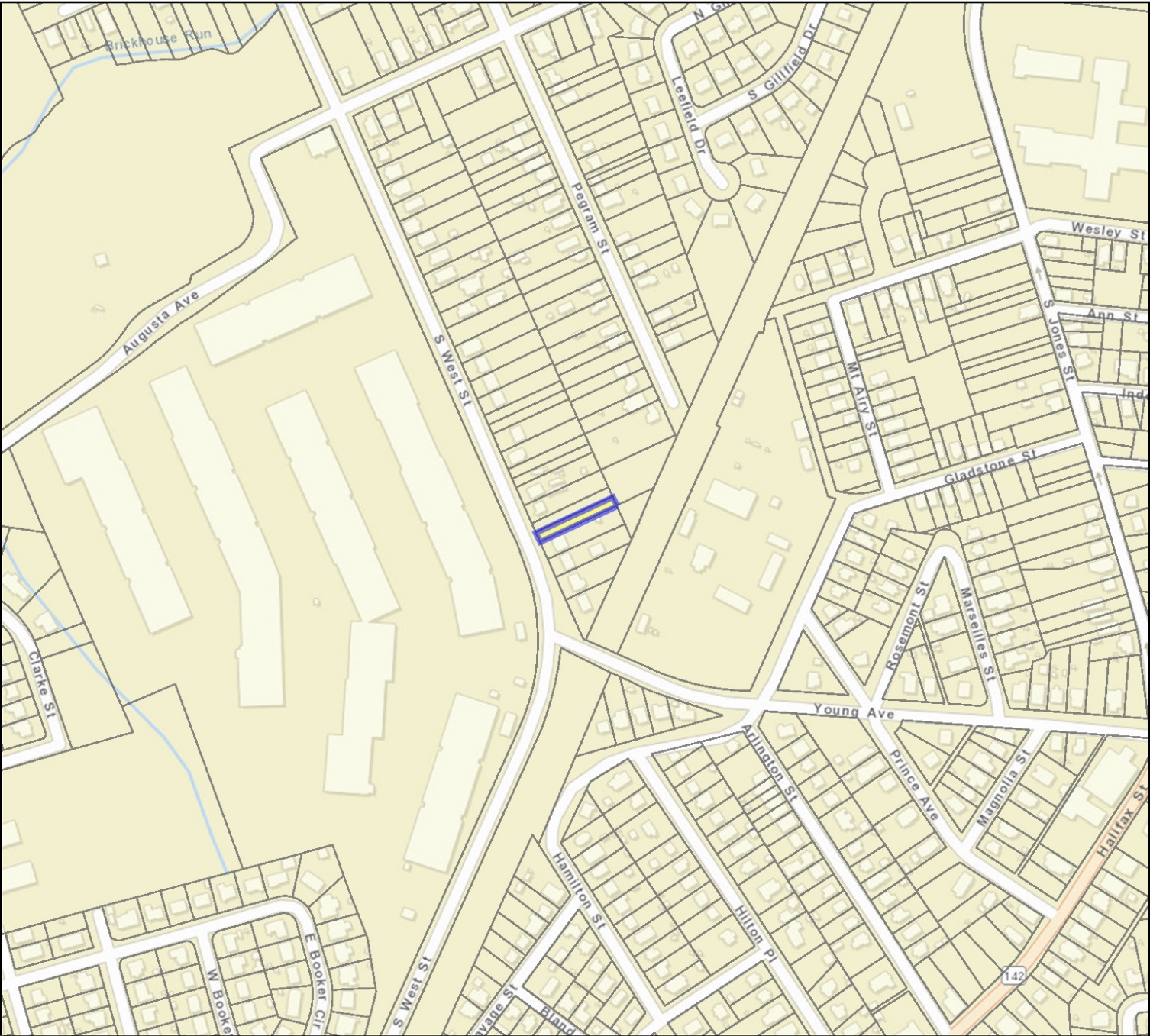
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030090029**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030200011

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	735 HALIFAX ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.31	City Ward:	5
Legal Description:	2 PARCELS	Polling Place:	Tabernacle Baptist Church
Subdivision:	Harris	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/1/1997	\$10,000	582/172
	12/1/1997	\$10,000	582/172

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$17,400	\$17,400	\$17,400	\$17,400	\$17,700
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$17,400	\$17,400	\$17,400	\$17,400	\$17,700

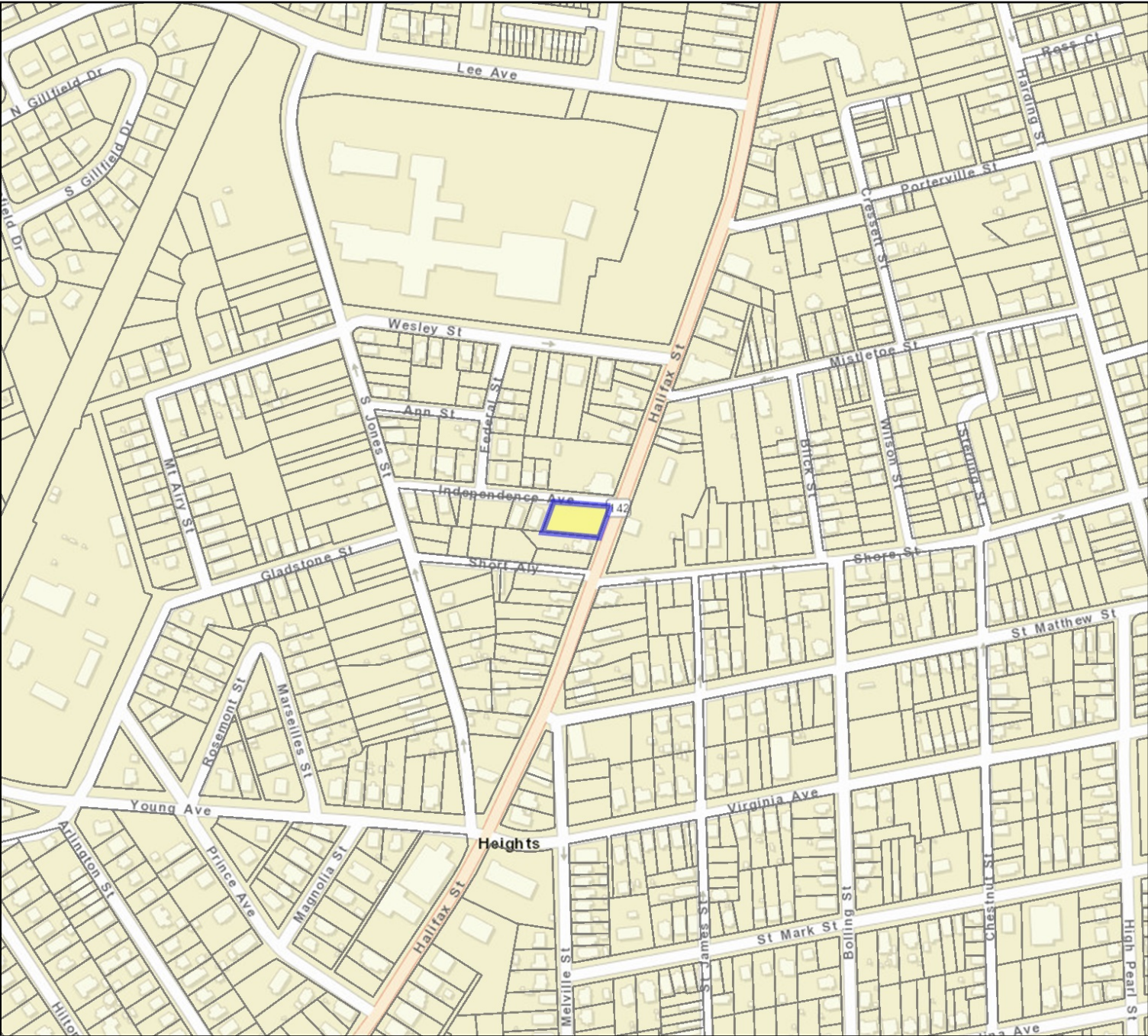
## Property Tax (Coming Soon)



# Petersburg, Virginia

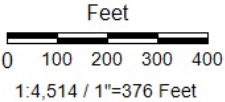
## Legend

- County Boundaries
- Parcels



**Parcel #: 030200011**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 031230009

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	Shore Halifax
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	Yes
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	742 BLICK ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.182	City Ward:	5
Legal Description:	PARCEL TWO 76.9' X 98.5'	Polling Place:	Tabernacle Baptist Church
Subdivision:	Blick	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/22/2005	\$7,500	2005/5628
	11/22/2005	\$7,500	2005/5628

## Assessments

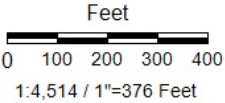
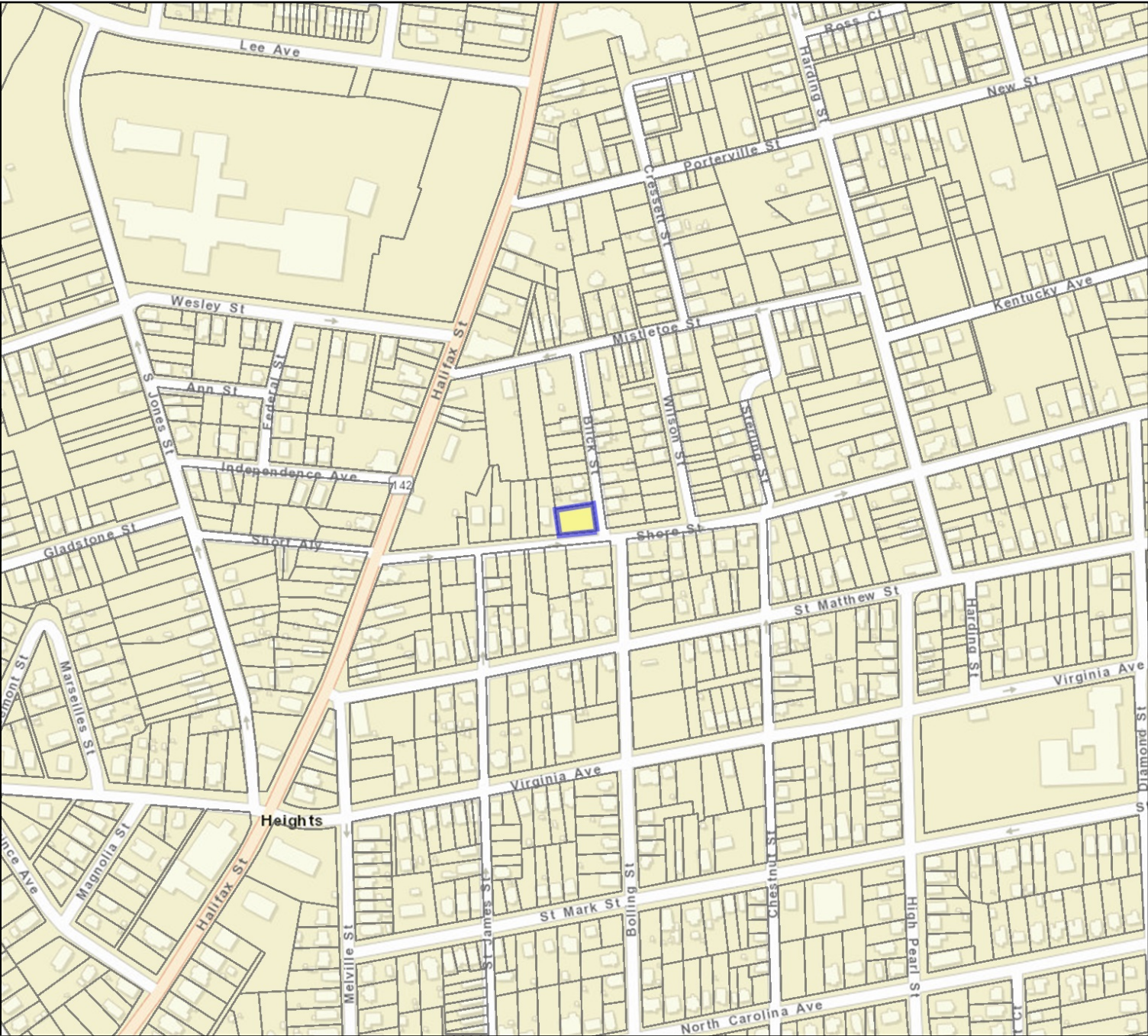
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$9,000	\$9,000	\$9,000	\$9,000	\$9,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$9,000	\$9,000	\$9,000	\$9,000	\$9,200

## Property Tax (Coming Soon)

# Petersburg, Virginia

## Legend

- County Boundaries
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**Parcel #: 031230009**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030220012

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	742 MOUNT AIRY ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.202	City Ward:	5
Legal Description:	CEDAR GROVE RE-SUBD LTS 11-12	Polling Place:	Tabernacle Baptist Church
Subdivision:	Cedar Grove	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	3/24/1999	\$10,000	610/715
	3/24/1999	\$10,000	610/715

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,800	\$7,800	\$7,800	\$7,800	\$8,000
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,800	\$7,800	\$7,800	\$7,800	\$8,000

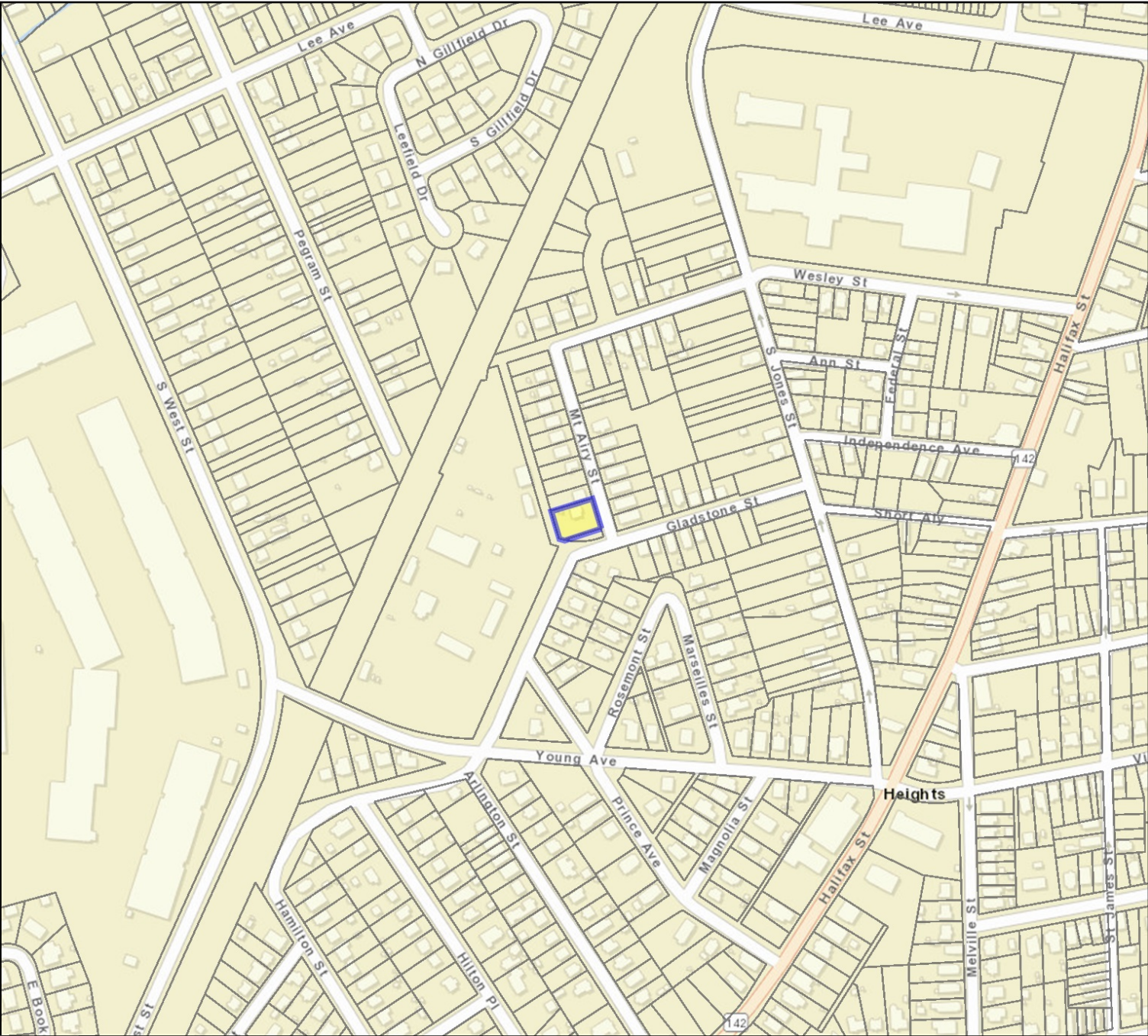
## Property Tax (Coming Soon)



# Petersburg, Virginia

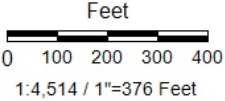
## Legend

- County Boundaries
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**Parcel #: 030220012**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 030200018

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	803 JONES ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.353	City Ward:	5
Legal Description:	3 PARCELS	Polling Place:	Tabernacle Baptist Church
Subdivision:	Harris	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/14/2006	\$8,250	2006/5826
	11/14/2006	\$8,250	2006/5826

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$18,100	\$18,100	\$18,100	\$18,100	\$18,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$18,100	\$18,100	\$18,100	\$18,100	\$18,500

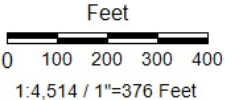
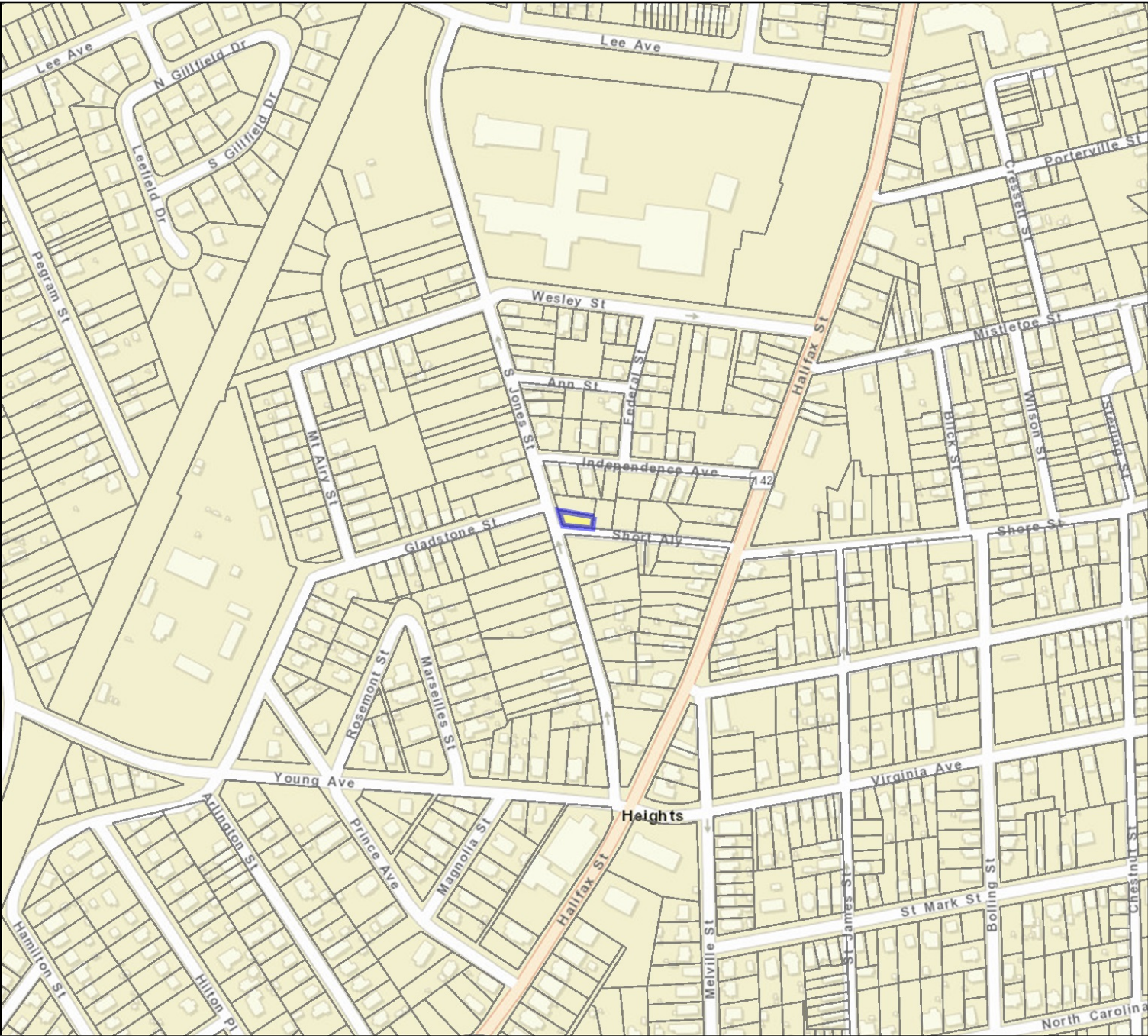
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030200018**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030230012

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	804 JONES ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.166	City Ward:	5
Legal Description:	50 X 145	Polling Place:	Tabernacle Baptist Church
Subdivision:	Harris	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/9/2003	\$6,500	2003/1993
	5/9/2003	\$6,500	2003/1993

## Assessments

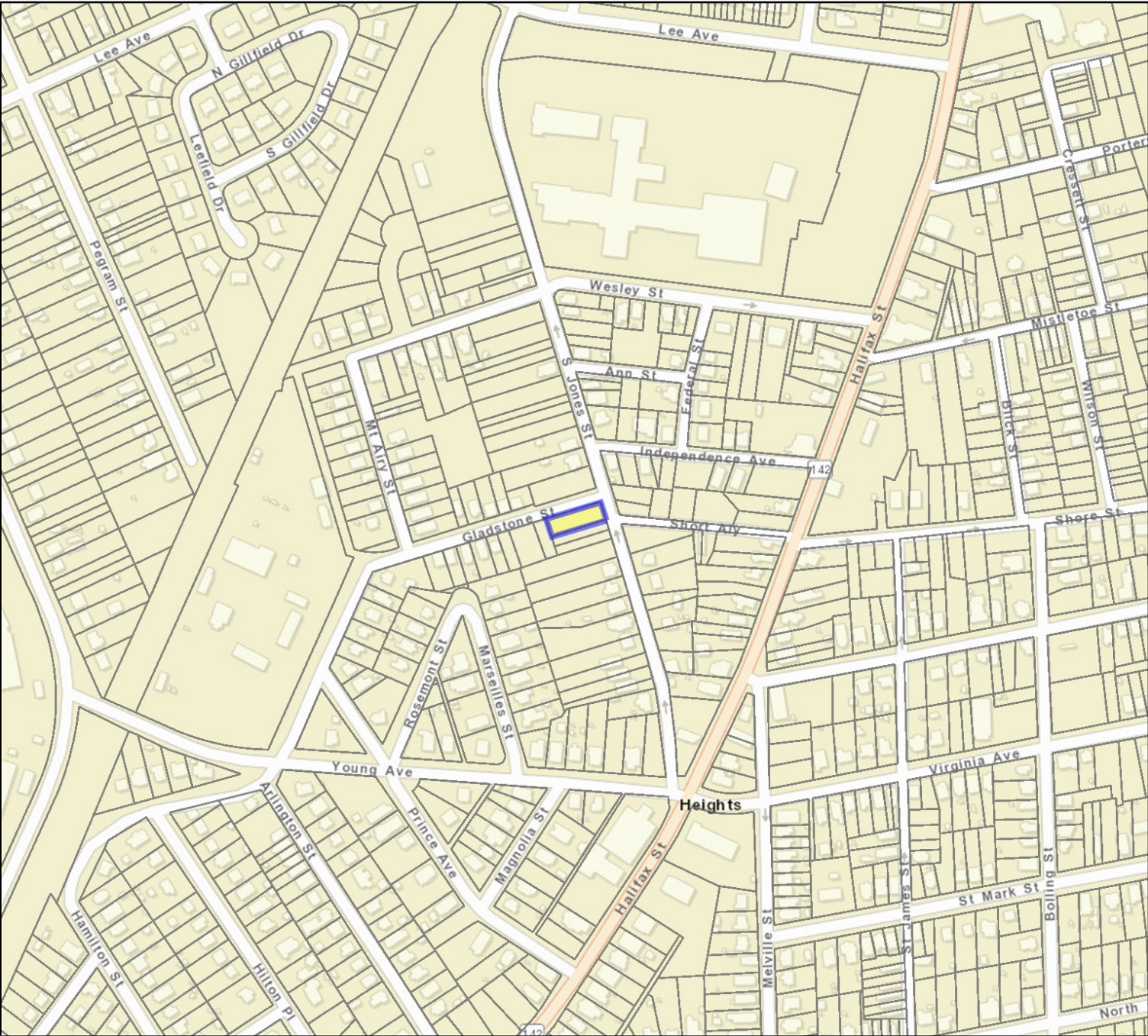
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,500

## Property Tax (Coming Soon)

# Petersburg, Virginia

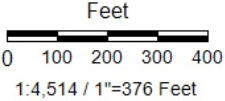
## Legend

- County Boundaries
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**Parcel #: 030230012**

**Date: 4/11/2022**



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# Petersburg, Virginia

Parcel: 030250011

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-2	Va House District:	63
Property Address	808 HALIFAX ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.088	City Ward:	5
Legal Description:	THE HEIGHTS 71.5-40.3X154.2	Polling Place:	Tabernacle Baptist Church
Subdivision:	Delectable Heights	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8107
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	4/22/2003	\$5,000	2003/1708
	4/22/2003	\$5,000	2003/1708

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$10,400	\$10,400	\$10,400	\$10,400	\$10,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$10,400	\$10,400	\$10,400	\$10,400	\$10,600

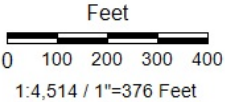
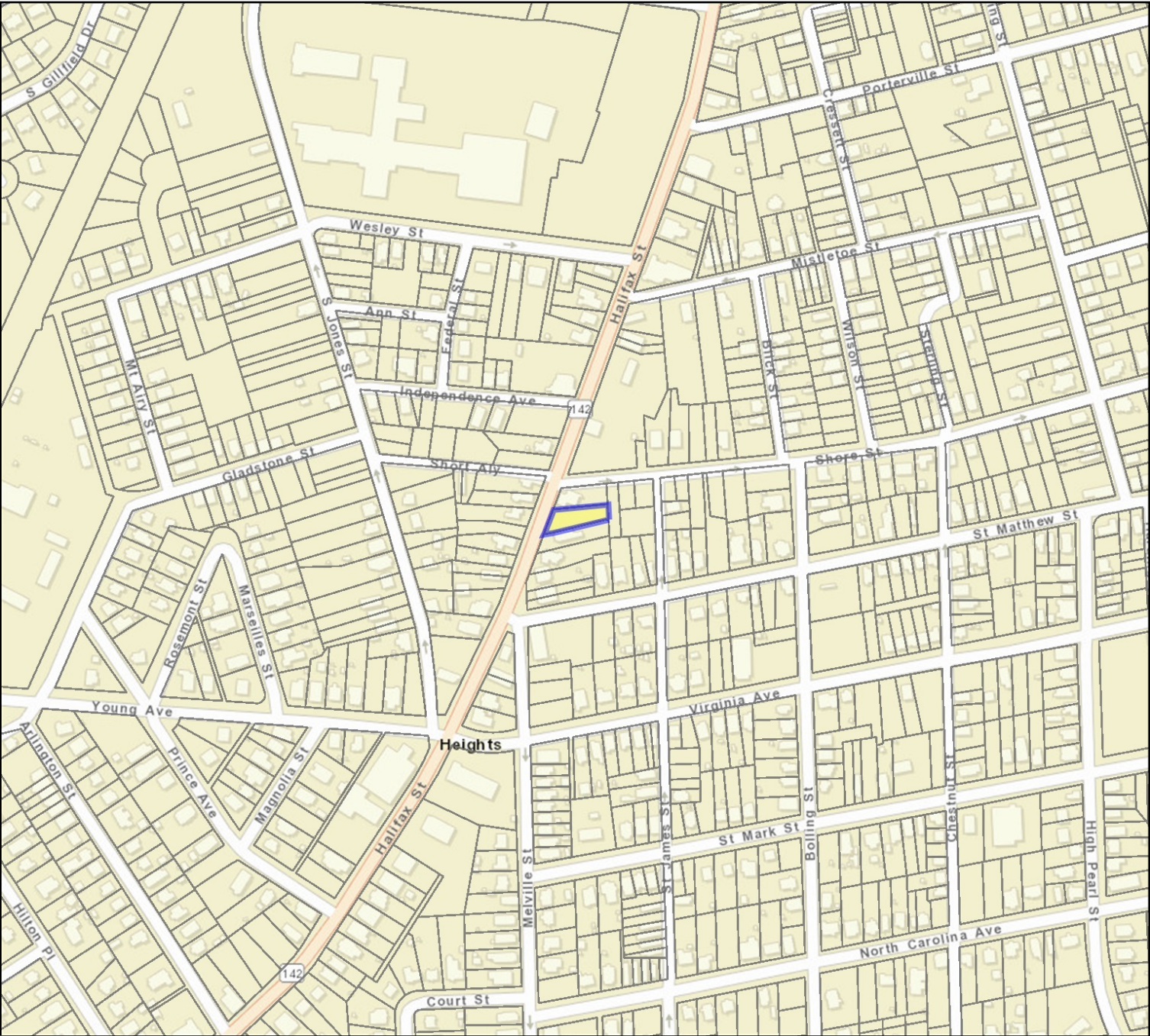
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030250011**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030240014

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	809 JONES ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.152	City Ward:	5
Legal Description:	83 X 80	Polling Place:	Tabernacle Baptist Church
Subdivision:	Goodrich	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	11/21/2007	\$9,500	2007/6281
	11/21/2007	\$9,500	2007/6281

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$10,100	\$10,100	\$10,100	\$10,100	\$10,300
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$10,100	\$10,100	\$10,100	\$10,100	\$10,300

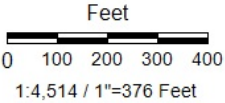
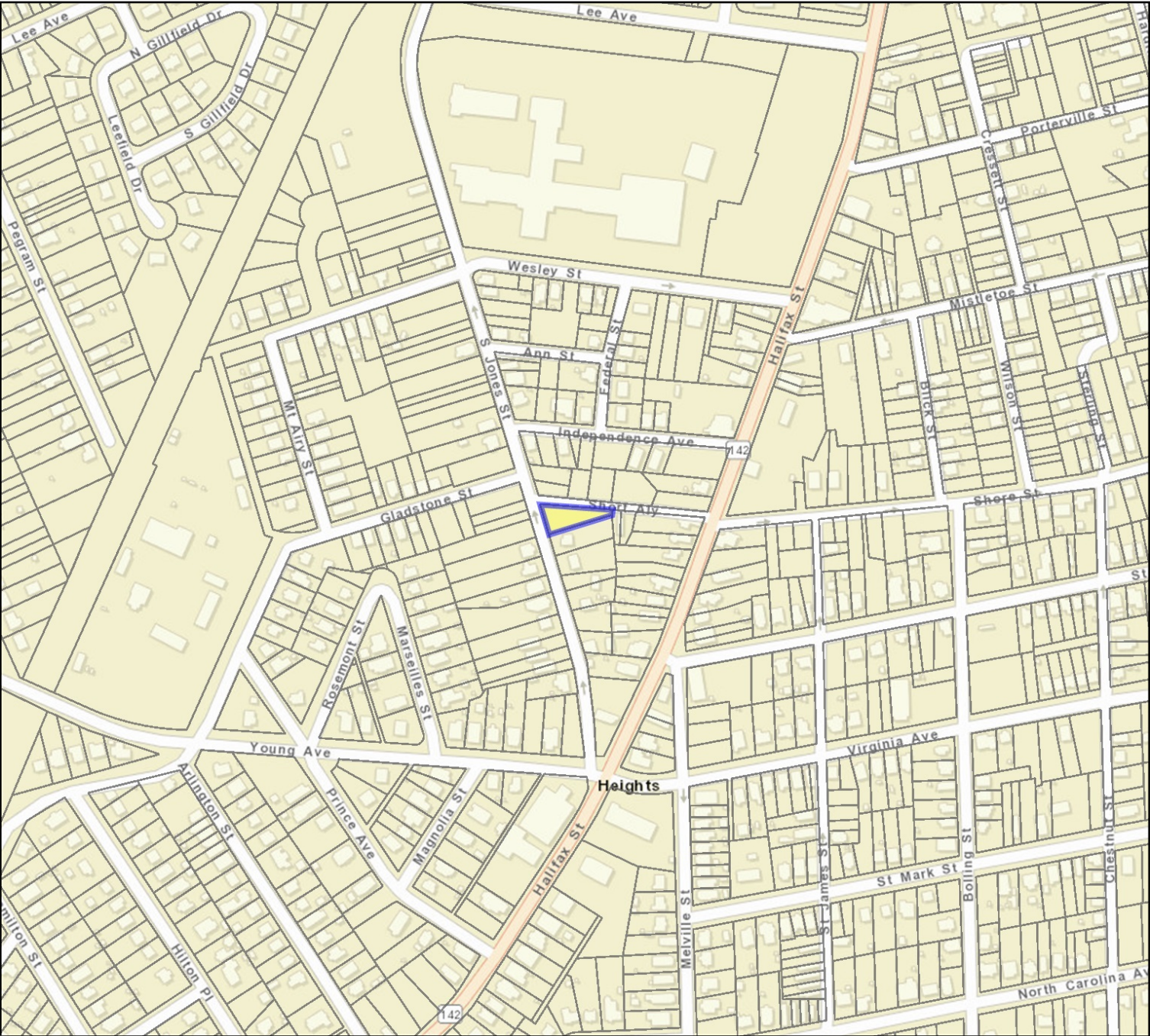
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030240014**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030240007

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	811 HALIFAX ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.168	City Ward:	5
Legal Description:	41.5-58X183.6-169.5	Polling Place:	Tabernacle Baptist Church
Subdivision:	Edenmont	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/11/2000	\$1,000	637/406
	5/11/2000	\$1,000	637/406

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$8,000	\$8,000	\$8,000	\$8,000	\$8,200
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$8,000	\$8,000	\$8,000	\$8,000	\$8,200

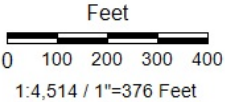
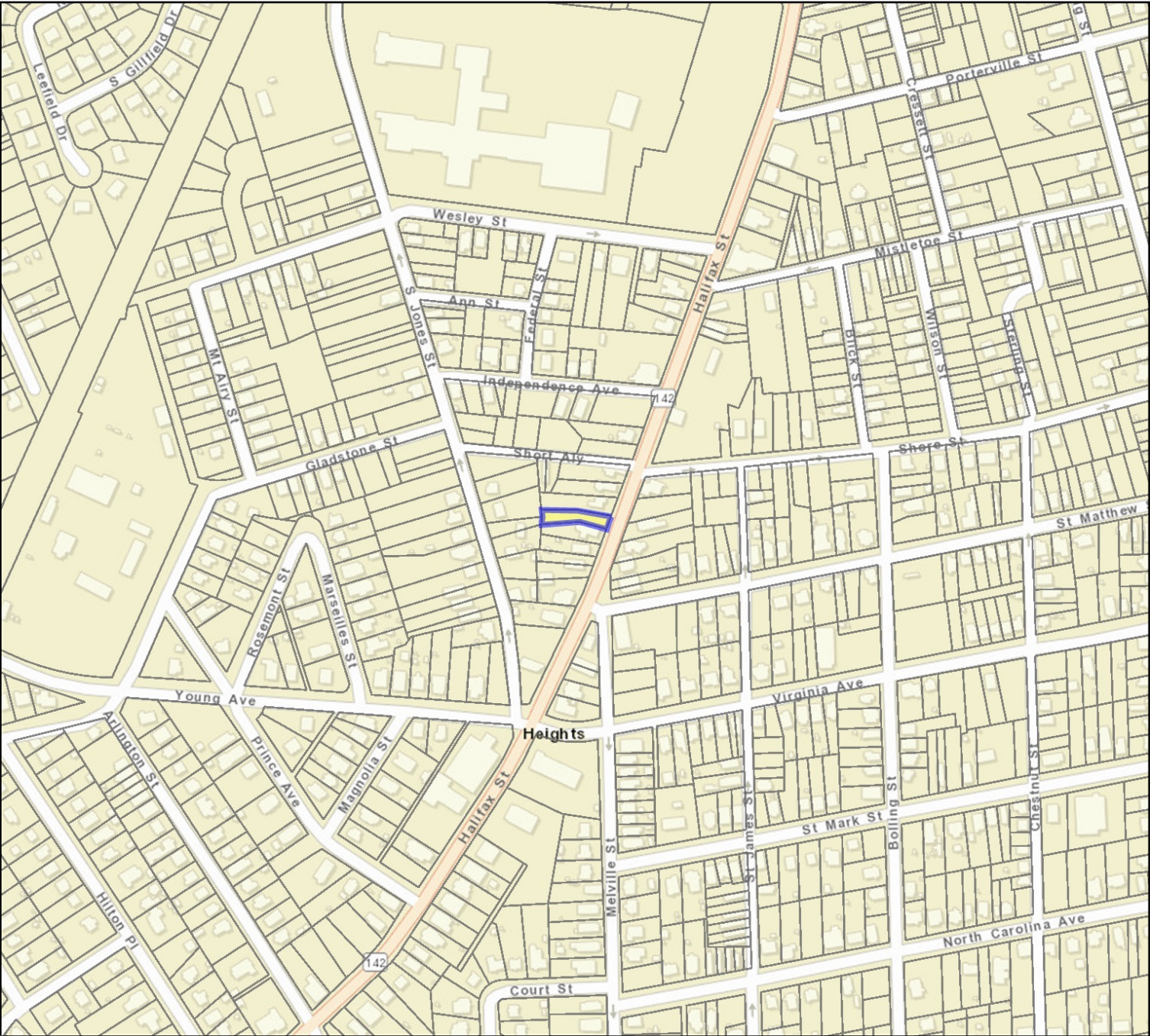
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
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**Parcel #: 030240007**

**Date: 4/11/2022**

*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Petersburg is not responsible for its accuracy or how current it may be.*

# Petersburg, Virginia

Parcel: 030240011

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	829 JONES ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.165	City Ward:	5
Legal Description:	LT 8 PILLOW PLAT58 X 124	Polling Place:	Tabernacle Baptist Church
Subdivision:	Pillow	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	8/18/1999	\$50	620/355
	8/18/1999	\$50	620/355

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,800	\$7,800	\$7,800	\$7,800	\$7,800
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,800	\$7,800	\$7,800	\$7,800	\$7,800

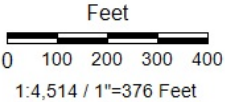
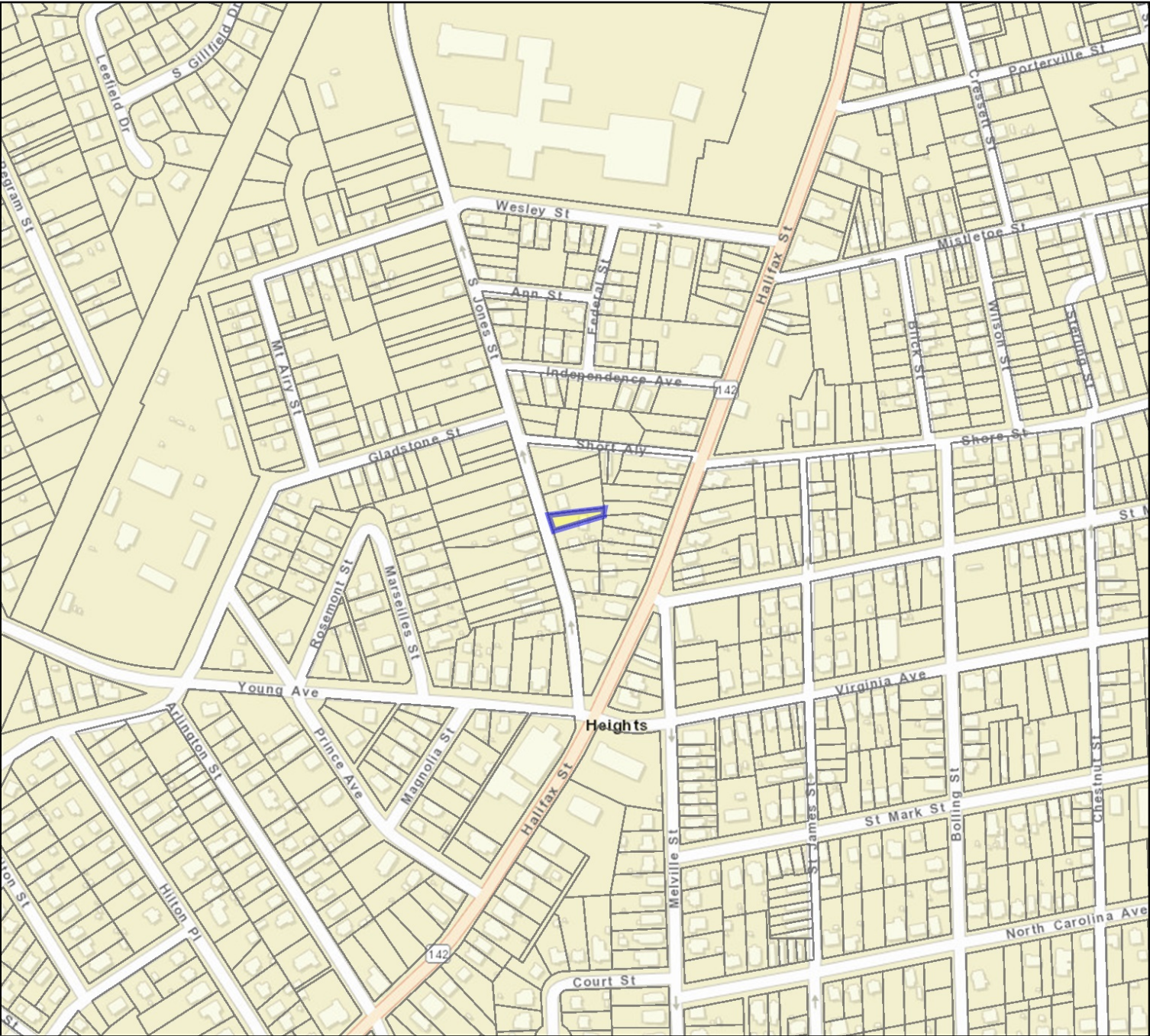
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030240011**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 045060002

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	839 JONES ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.128	City Ward:	5
Legal Description:	58X88-104	Polling Place:	Tabernacle Baptist Church
Subdivision:		Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8106
Local Historic District:		Elementary School:	Cool Springs
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/9/2005	\$4,675	2005/2607
	6/9/2005	\$4,675	2005/2607

## Assessments

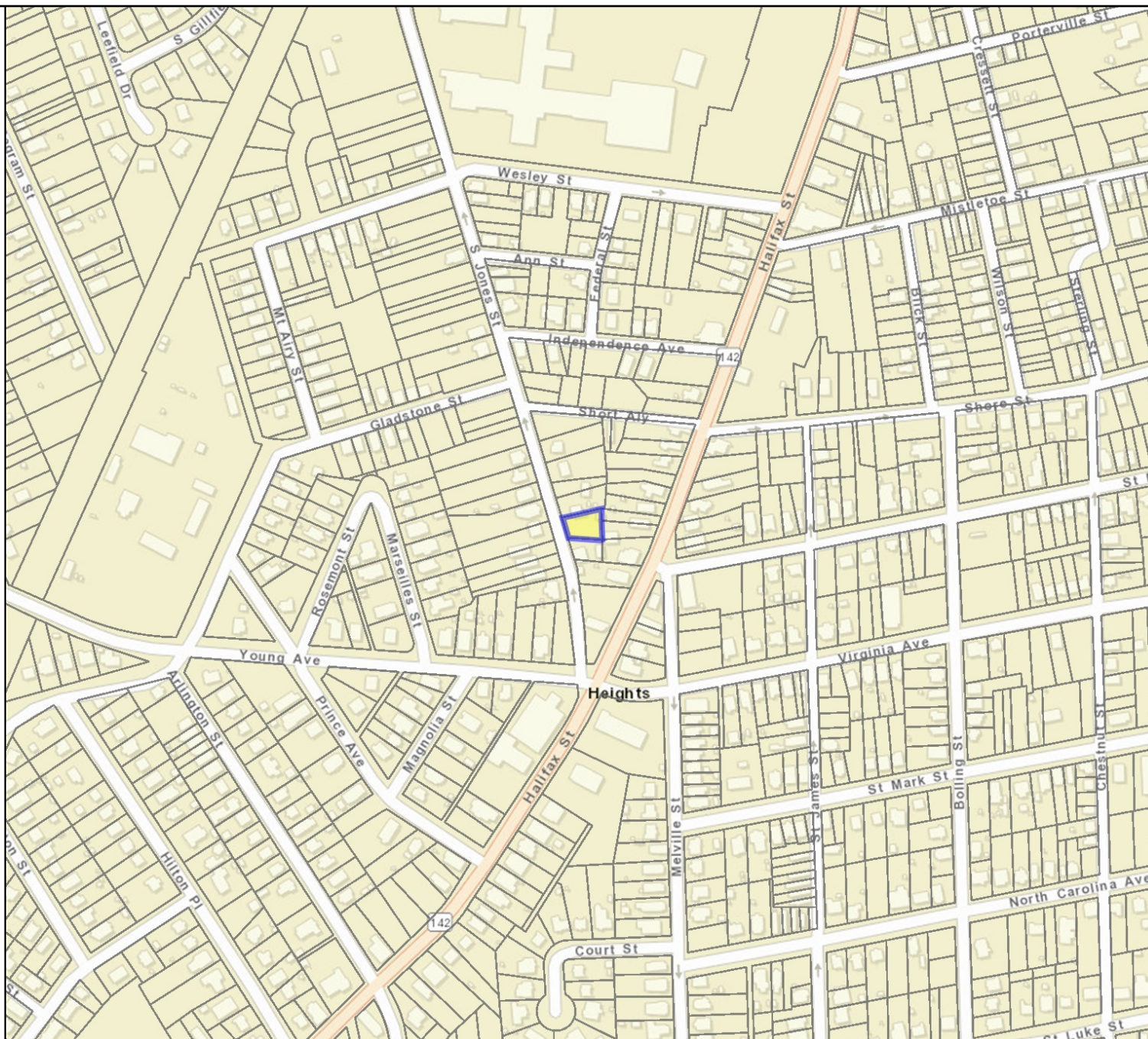
Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500

## Property Tax (Coming Soon)

## Petersburg, Virginia

### Legend

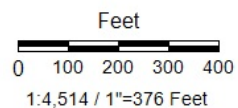
-  County Boundaries  
 Parcels



Parcel #: 045060002

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 023400025

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	852 ROME ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.141	City Ward:	5
Legal Description:	Pridesfield 78.5X78	Polling Place:	Tabernacle Baptist Church
Subdivision:	Pridesfield	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/31/2000	\$0	638/665
	5/31/2000	\$0	638/665

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,400
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$7,400	\$7,400	\$7,400	\$7,400	\$7,400

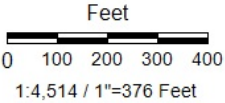
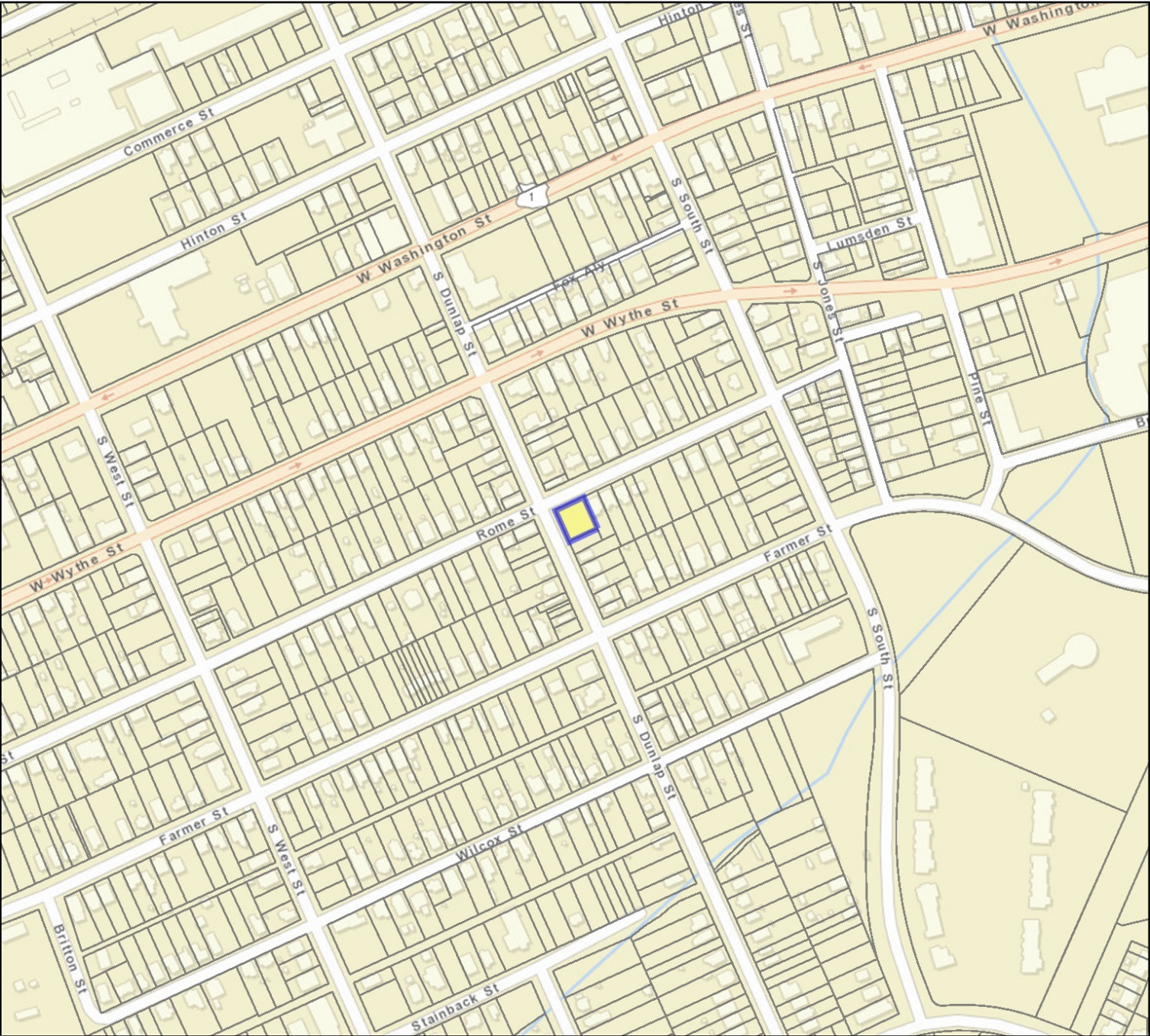
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 023400025**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 024270022

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	919 WYTHE ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.121	City Ward:	6
Legal Description:	Pridesfield 35X150	Polling Place:	Westview School
Subdivision:	Pridesfield	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8104
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	6/9/2005	\$2,860	2005/2605
	6/9/2005	\$2,860	2005/2605

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300

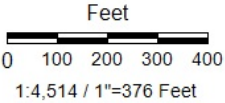
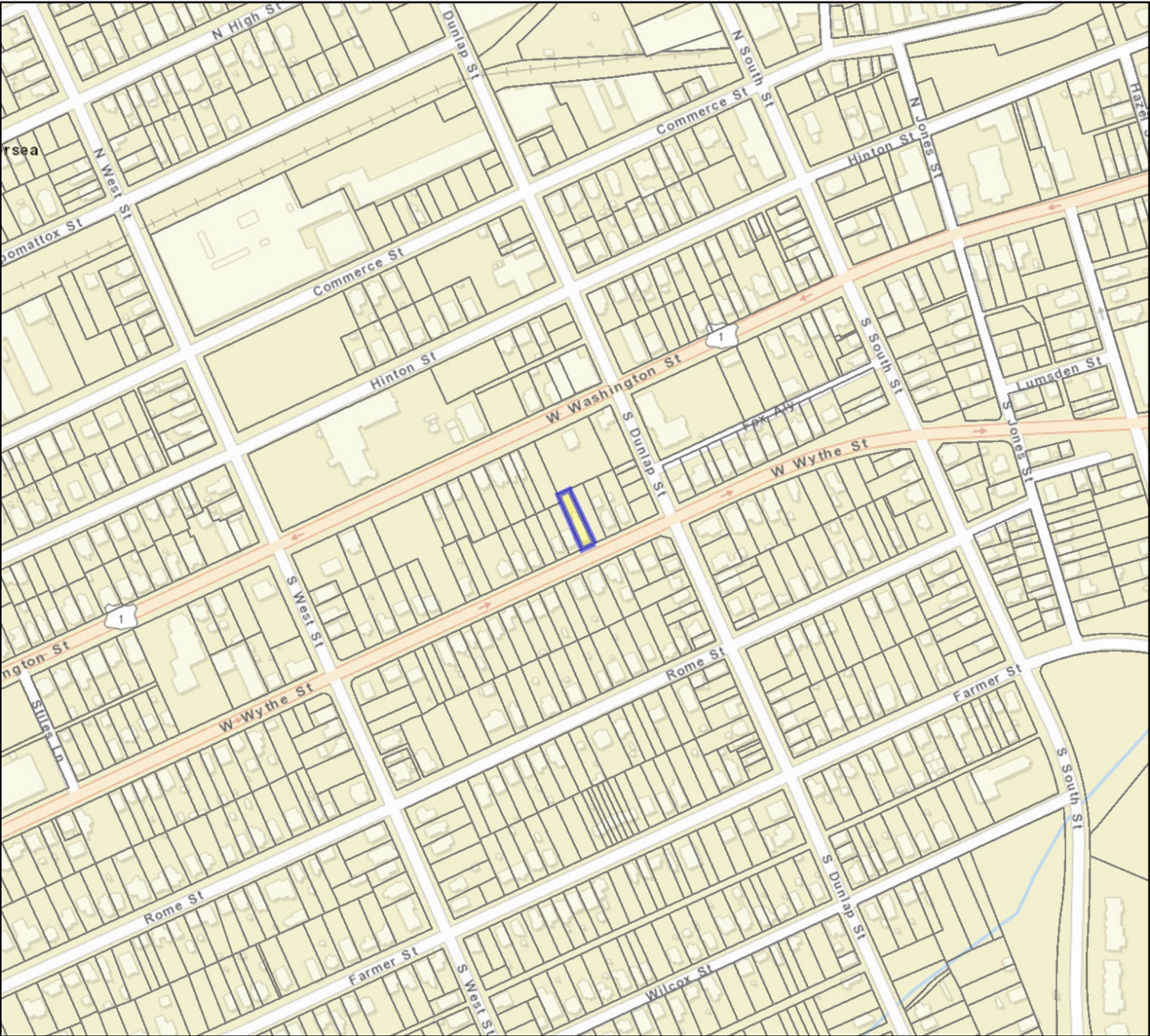
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 024270022**

**Date: 4/11/2022**

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# Petersburg, Virginia

Parcel: 030040002

## Summary

Owner Name	PB PETERSBURG OWNER II LLC	National Historic District:	
Owner Mailing Address	1888 MAIN ST STE C163 MADISON , MS 39110-6337	Enterprise Zone:	
Property Use	100	Opportunity Zone:	
State Class:	1 Single Family Urban	VA Senate District:	16
Zoning:	R-3	Va House District:	63
Property Address	1004 FARMER ST Petersburg , VA	Congressional District:	4
Legal Acreage:	.145	City Ward:	5
Legal Description:	STAINBACK PLAT PT LT 10 42X150	Polling Place:	Tabernacle Baptist Church
Subdivision:	Stainback	Primary Service Area:	
Assessment Neighborhood Name:		Census Tract:	8105
Local Historic District:		Elementary School:	Pleasants Lane
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	5/10/2005	\$0	2005/2129
	5/10/2005	\$0	2005/2129

## Assessments

Valuation as of	01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022
Effective for Billing:	07/01/2018	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Reassessment					
Land Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500

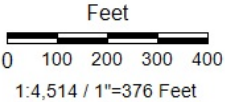
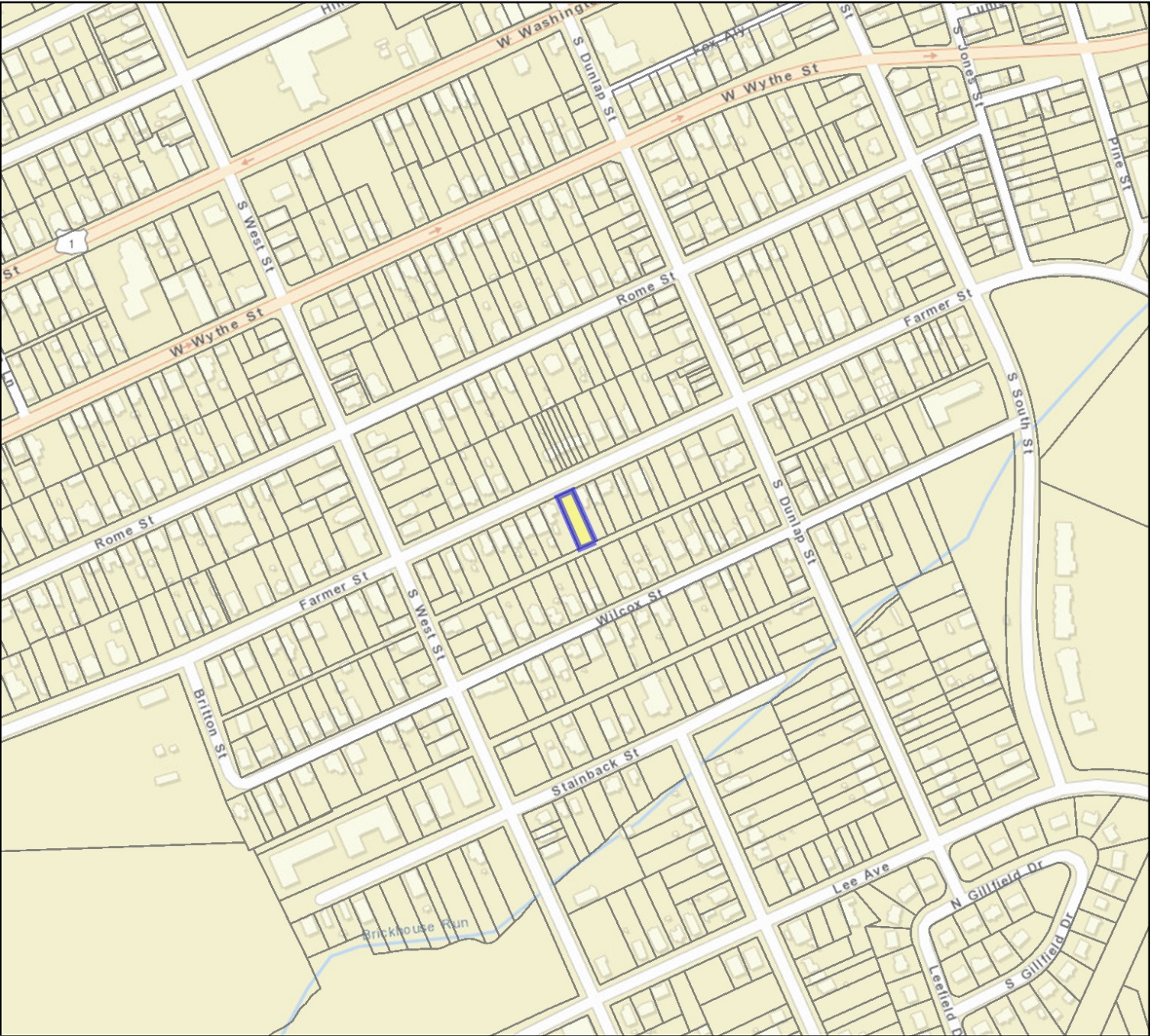
## Property Tax (Coming Soon)



# Petersburg, Virginia

## Legend

- County Boundaries
- Parcels



**Parcel #: 030040002**

**Date: 4/11/2022**

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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.

FALSE

**Earthcraft Certification** - The development's design meets the criteria to obtain Viridian'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.

TRUE

**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 development's design meets the criteria for 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: Jacob Hauser

Date: 08.03.2021

Printed Name: Jacob Hauser

RESNET Rater

Resnet Provider Agency

Southern Energy Management

Signature

Daniel Conner

Provider Contact and Phone/Email

Daniel Connor | Daniel@southern-energy.com | 919.730.8356



# Home Energy Rating Certificate

## Projected Report

Rating Date: 07/23/2021

Registry ID:

Ekotrope ID: bL75AbVv

### HERS® Index Score:

# 62

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](http://www.hersindex.com)

### Annual Savings

# \$697

\*Relative to an average U.S. home

### Home:

Hagerston, MD

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	34.7	\$198
Cooling	5.5	\$129
Hot Water	10.6	\$249
Lights/Appliances	15.6	\$366
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>66.4</b>	<b>\$1,061</b>

### This home meets or exceeds the criteria of the following:

ENERGY STAR v3

2009 International Energy Conservation Code

2006 International Energy Conservation Code

### Rating Completed by:

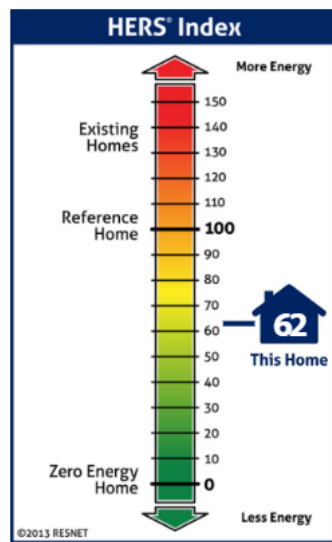
**Energy Rater:** Jacob Hauser MES

RESNET ID: 4496262

**Rating Company:** Southern Energy Management  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Jacob Hauser MES, Certified Energy Rater  
Date: 7/23/21 at 11:44 AM



### Home Feature Summary:

Home Type:	Single family detached
Model:	4Br Hudson
Community:	Ealge River
Conditioned Floor Area:	1,396 ft <sup>2</sup>
Number of Bedrooms:	4
Primary Heating System:	Furnace • Natural Gas • 95 AFUE
Primary Cooling System:	Air Conditioner • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 Energy Factor
House Tightness:	3 ACH50
Ventilation:	50 CFM • 17.5 Watts (Default)
Duct Leakage to Outside:	34.469 CFM @ 25Pa (2.47 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.4
Foundation Walls:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 07/23/2021

Registry ID:

Ekotrope ID: bL75AbVv

### HERS® Index Score:

# 64

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](http://www.hersindex.com)

### Annual Savings

# \$663

\*Relative to an average U.S. home

### Home:

Petersburg, VA

### Builder:

### Your Home's Estimated Energy Use:

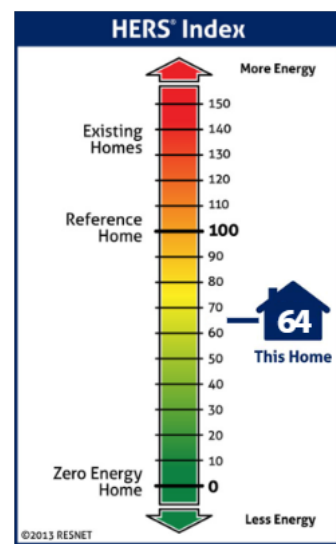
	Use [MBtu]	Annual Cost
Heating	25.8	\$147
Cooling	6.8	\$161
Hot Water	10.0	\$233
Lights/Appliances	15.6	\$366
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>58.2</b>	<b>\$1,026</b>

### This home meets or exceeds the criteria of the following:

ENERGY STAR v3

2009 International Energy Conservation Code

2006 International Energy Conservation Code



### Home Feature Summary:

Home Type:	Single family detached
Model:	4Br Hudson
Community:	Ealge River
Conditioned Floor Area:	1,396 ft <sup>2</sup>
Number of Bedrooms:	4
Primary Heating System:	Furnace • Natural Gas • 95 AFUE
Primary Cooling System:	Air Conditioner • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 Energy Factor
House Tightness:	3 ACH50
Ventilation:	50 CFM • 17.5 Watts (Default)
Duct Leakage to Outside:	34.469 CFM @ 25Pa (2.47 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.32, SHGC: 0.4
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Jacob Hauser MES

RESNET ID: 4496262

**Rating Company:** Southern Energy Management  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330



Jacob Hauser MES, Certified Energy Rater  
Date: 8/6/21 at 4:21 PM

# ENERGY STAR V3 Home Report

## Property

Petersburg, VA  
Model: 4Br Hudson  
Community: Ealge River

## Organization

Southern Energy Manager  
Jacob Hauser MES

## Inspection Status

Results are projected

## Builder

Eagle River\_Petersburg Model  
Eagle River\_Hudson Model

## Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to ENERGY STAR v3/3.1 requirements.
- ✓ Envelope insulation levels meet or exceed ENERGY STAR v3/3.1 requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Windows meet the 2009 IECC Requirements - Table 402.1.1.
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

## HERS Index Target

Reference Home HERS	70
SAF (Size Adjustment Factor)	1.00
SAF Adjusted HERS Target	<u>70</u>
As Designed Home HERS	64
As Designed Home HERS w/o PV	64

## Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	14.1	13.7
Cooling	9.5	9.4
Water Heating	10.1	9.1
Lights and Appliances	18.1	15.6
Total	51.9	47.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an **EPA ENERGY STAR Qualified Home** under Version 3.0

## Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO <sub>2</sub> ) - tons/yr	0.1

## Energy Cost Savings

	\$/yr
Heating	-24
Cooling	-41
Water Heating	28
Lights & Appliances	59
Generation Savings	0
Total	22

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version 3.0 Reference Home as defined in the ENERGY STAR Qualified Homes HERS Index Target Procedure for National Program Requirements, Version 3.0 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301-2014 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

# Fuel Summary

**Property**

Petersburg, VA  
Model: 4Br Hudson  
Community: Ealge River

**Organization**

Southern Energy Management  
Jacob Hauser MES

**Inspection Status**

Results are projected

**Builder**

Eagle River\_Petersburg Model  
Eagle River\_Hudson Model

## Annual Energy Cost

Natural Gas	\$184
Electric	\$842

## Annual End-Use Cost

Heating	\$147
Cooling	\$161
Water Heating	\$233
Lights & Appliances	\$366
Onsite Generation	-\$0
Service Charges	\$120
Total	\$1,026

## Annual End-Use Consumption

Heating [Natural Gas Therms]	247.9
Heating [Electric kWh]	284.4
Cooling [Electric kWh]	2,006.6
Hot Water [Electric kWh]	2,916.5
Lights & Appliances [Electric kWh]	4,572.0
Total [Natural Gas Therms]	247.9
Total [Electric kWh]	9,779.5
Total Onsite Generation kWh	0.0

## Peak Electric Consumption

Peak Winter kW	1.30
Peak Summer kW	2.05

## Utility Rates

Electricity	Default Electric Provider
Natural Gas	Default Gas Provider

# Building Specification Summary

## Property

Petersburg, VA  
Model: 4Br Hudson  
Community: Ealge River

## Organization

Southern Energy Manager  
Jacob Hauser MES

## Inspection Status

Results are projected

## Builder

Eagle River\_Petersburg Model  
Eagle River\_Hudson Model

## Building Information

Conditioned Area [ft²]	1,396.00
Conditioned Volume [ft³]	12,564.00
Thermal Boundary Area [ft²]	4,205.00
Number Of Bedrooms	4
Housing Type	Single family detached

## Rating

HERS Index	64
HERS Index w/o PV	64

## Building Shell

Ceiling w/ Attic	R-38 Blown, Attic; U-0.027
Vaulted Ceiling	None
Above Grade Walls	R-20 G1 16OC; U-0.06
Found. Walls	None
Framed Floors	R-19; R-19
Slabs	None

Windows (largest)	U-Value: 0.32, SHGC: 0.4
Window / Wall Ratio	0.18
Infiltration	3 ACH50
Duct Lkg to Outside	34.469 CFM @ 25Pa (2.47 / 100 ft²)
Total Duct Leakage	42.593 CFM @ 25Pa (Post-Construction)

## Mechanical Systems

Heating	Furnace • Natural Gas • 95 AFUE
Cooling	Air Conditioner • Electric • 14 SEER
Water Heating	Water Heater • Electric • 0.92 Energy Factor
Programmable Thermostat	Yes
Ventilation System	50 CFM • 17.5 Watts (Default)

## Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	2.3
Refrigerator (kWh/yr)	455.0	Clothes Washer LER (kWh/yr)	704.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	3.0
Ceiling Fan (CFM/Watt)	80.0	Range/Oven Fuel	Electric



G

Zoning Certification  
Letter  
(MANDATORY)



# City of Petersburg

Department of Planning and Community Development

135 N Union St, Room 304

Petersburg, VA 23803

(804) 733-2308

April 5, 2022

**TO: Virginia Housing**  
**Attention: JD Bondurant**  
**601 South Belvidere Street**  
**Richmond, Virginia 23220**

**RE: ZONING CERTIFICATION**

Name of Development:	<u>Dorsey Flats Homes</u>
Name of Owner/Applicant:	<u>PB Petersburg Owner II</u>
Name of Seller/Current Owner:	<u>PB Petersburg Owner II</u>

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 points available under VHDA's Qualified Allocation Plan for housing tax credits.

## DEVELOPMENT DESCRIPTION:

Development Address:  
See attachment A property address list.  
Petersburg, VA 23803

Legal Description:  
See attachment B for legal descriptions.

Proposed Improvements:

<u>X</u>	New Construction:	<u>47</u>	# Units	<u>47</u>	# Buildings	<u>55,076</u>	Total Floor Area Sq. Ft.
<u>    </u>	Adaptive Reuse:	<u>    </u>	# Units	<u>    </u>	# Buildings	<u>    </u>	Total Floor Area Sq. Ft.
<u>    </u>	Rehabilitation:	<u>    </u>	# Units	<u>    </u>	# Buildings	<u>    </u>	Total Floor Area Sq. Ft.

Current Zoning: Indicated on attached property list allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions:

Other Descriptive Information:

See attached property list which indicates zoning classification. This document certifies that the zoning classifications on the attached property list are correct.

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- ☒ X 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.

Sandra Robinson

Signature

Sandra Robinson

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

(804) 733-2308

Phone:

April 5, 2022

Date:

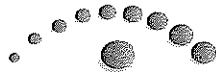
Attachment A Dorsey Flats Homes Addresses

	Parcel ID	Premise	Street	Zip code	Acreage	Zoning	Vacant?
1	030-090003	612	Pegram St	23803	0.43	R-3	Y
2	044-090016	151	St Mark St	23803	0.39	R-2	Y
3	044-050011	521	St Mark St	23803	0.12	R-2	Y
4	030-180009	709	Ann St	23803	0.08	R-3	Y
5	030-180010	715	Ann St	23803	0.08	R-3	Y
6	030-180011	717	Ann St	23803	0.08	R-3	Y
7	030-180003	712-14	Wesley	2380	0.79	R-3	Y
8	030-200011	735	Halifax St	23803	0.31	R-3	Y
9	030-200012	739	Halifax St	23803	0.15	R-3	Y
10	030-250011	808	Halifax St	23803	0.2	R-2	Y
11	030-240007	811	Halifax St	23803	0.2	R-3	Y
12	022-350010	334	Harrison St	23803	0.29	R-5	Y
13	030-200018	803	Jones St S	23803	0.07	R-3	Y
14	030-200018	735	Short Alley	23803	0.09	R 3	Y
15	030-200018	727	Short Alley	23803	0.12	R 3	Y
16	045-060002	839-41	Jones St S	23803	0.2	R-3	Y
17	030-240011	829	Jones St S	23803	0.19	R-3	Y
18	030-230012	804	Jones St S	23803	0.17	R-3	Y
19	030-240014	809	Jones St S	23803	0.15	R-3	Y
20	030-250003	604	Shore St (4 A)	23803	0.15	R-2	Y
21	030-250003	604	Shore (5 A)	23803	0.15	R 2	Y
22	031-390005	408	Shore St	23803	0.15	R-2	Y
23	031-380003	328	Shore St	23803	0.14	R-2	Y
24	031-380004	322	Shore St	23803	0.13	R-2	Y
25	029-150006	424	West St S (4A)	23803	0.13	R-3	Y
26	029-150006	425	West St S (6A)	23803	0.13	R-3	Y
27	030-090035	715	West St S	23803	0.24	R-3	Y
28	030-090029	731	West St S	23803	0.12	R-3	Y
29	031-250012	716	Harding St	23803	0.11	R-3	Y
30	031-250012	716	Harding St	23803	0.11	R-3	Y
31	031-200046	627	Harding St	23803	0.18	R-3	Y
32	030-260005	517	St Matthew St	23803	0.23	R-2	Y
33	031-390009	415	St Matthew St	23803	0.15	R-2	Y
34	045-380033	708-10	Kirkham St	23803	0.22	R-2	Y
35	045-380032	712-14	Kirkham St	23803	0.16	R-2	Y
36	045-380031	716	Kirkham St	23803	0.2	R-2	Y
37	044-110020	249	North Carolina Av	23803	0.21	R-2	Y
38	030-220012	742	Mount Airy St	23803	0.2	R-3	Y
39	031-230009	742	Blick St	23803	0.18	R-3	Y
40	031-200028	135	Kentucky Ave	23803	0.08	R-3	Y
41	031-200027	133	Kentucky Ave	23803	0.08	R 3	Y
42	031-260036	204	Kentucky Ave	23803	0.12	R-3	Y
43	031-260037	202	Kentucky Ave	23803	0.11	R-3	Y
44	030-040002	1004	Farmer St	23803	0.14	R-3	Y

45	023-400025	852	Rome St	23803	0.14	R-3	Y
46	031-250024	725	Sterling St	23803	0.12	R-3	Y
47	024-270022	919	Wythe St W	23803	0.12	R-3	Y
48	031-320023	151	Virginia Ave	23803	0.11	R-2	Y







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### **612 PEGRAM STREET**

Commencing at a point located on the southern right of way line of Lee Avenue and the western right of way line of Pegram Street thence along the right of way line of Pegram Street in a southern direction 100.00' to point, said point being the True Point and Place of Beginning, thence South 24°49'03" East a distance of 91.87' to a point, thence leaving said right of way line South 64°36'12" West a distance of 209.95' to a point, thence North 24°49'06" West a distance of 91.87' to a point, thence North 64°36'12" East a distance of 209.95' to a point, said point being the True Point and Place of Beginning and containing 0.443 Acres / 19,297.08 S.F. more or less.

### **151 ST. MARK STREET**

Commencing at a point located on the northern right of way line of St. Marks Street and the eastern right of way line of Diamond Street, said point being the True Point and Place of Beginning, thence along said right of way of Diamond Street North 02°51'33" West a distance of 75.00' to a point, thence leaving said right of way line North 78°23'27" East a distance of 114.00' to a point, thence South 02°51'33" East a distance of 75.00' to a point, said point lying on the northern right of way line of St. Mark Street, thence along said right of way line South 78°23'27" West a distance of 114.00' to a point, said point being the True Point and Place of Beginning and containing 0.194 Acres / 8,450.64 S.F. more or less.

### **521 ST. MARK STREET**

Commencing at a point located on the eastern right of way line of St. James Street and the northern right of way line of St. Mark Street, thence along the right of way line of St. Mark Street in a eastern direction 148.65' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 08°42'26" West a distance of 148.71' to a point, thence North 78°05'09" East a distance of 36.80' to a point, thence South 08°25'57" East a distance of 149.00' to a point, said point lying on the northern right of way line of St. Mark Street, thence along said right of way line South 78°29'04" West a distance of 36.07' to a point, said point being the True Point and Place of Beginning and containing 0.124 Acres / 5,401.44 S.F. more or less.

### **717 ANN STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the northern right of way line of Ann Street, thence along said right of way line of Ann Street in a eastern direction 104.60' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°56'53" East a distance of 85.83' to a point, thence South 84°24'21" East a distance of 40.00' to a point, thence South 02°56'49" West a distance of 85.79' to a point, said point lying on the northern right of way line of Ann Street, thence along said right of way line North 84°27'26" West a distance of 40.00' to a point, said point being the True Point and Place of Beginning and containing 0.079 Acres / 3,441.24 S.F. more or less.



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### **715 ANNE STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the northern right of way line of Ann Street, thence along said right of way line of Ann Street in a eastern direction 144.60' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°56'49" East a distance of 85.79' to a point, thence South 84°24'21" East a distance of 40.00' to a point, thence South 02°56'45" West a distance of 85.75' to a point, said point lying on the northern right of way line of Ann Street, thence along said right of way line North 84°27'26" West a distance of 40.00' to a point, said point being the True Point and Place of Beginning and containing 0.079 Acres / 3,441.24 S.F. more or less.

### **709-711 ANN STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the northern right of way line of Ann Street, thence along said right of way line of Ann Street in a eastern direction 184.60' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°56'45" East a distance of 85.75' to a point, thence South 84°24'21" East a distance of 42.50' to a point, thence South 02°56'40" West a distance of 85.72' to a point, said point lying on the northern right of way line of Ann Street, thence along said right of way line North 84°27'26" West a distance of 42.50' to a point, said point being the True Point and Place of Beginning and containing 0.084 Acres / 3,659.04 S.F. more or less.

### **712-714 WESLEY STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the southern right of way line of Wesley Street, thence along said right of way line of Wesley Street in a eastern direction 250.13' to point, said point being the True Point and Place of Beginning, thence South 84°21'16" East a distance of 40.00' to a point, thence leaving said right of way line South 02°56'41" West a distance of 85.72' to a point, thence North 84°24'21" West a distance of 40.00' to a point, thence North 02°56'45" East a distance of 85.75' to a point, said point lying on the southern right of way line of Wesley Street and being the True Point and Place of Beginning and containing 0.079 Acres / 3,441.24 S.F. more or less.

### **735 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Independence Avenue and the western right of way line of Halifax Street, said point being the True Point and Place of Beginning, thence along the right of way line of Halifax Street South 18°59'52" West a distance of 45.00' to a point, thence leaving said right of way line North 86°18'30" West a distance of 150.00' to a point, thence North 18°59'52" East a distance of 45.00' to a point, said point lying on the southern right of way line of Independence Street, thence along said right of way line South 86°18'30" East a distance of 150.00' to a point, said point being the True Point and Place of Beginning and containing 0.149 Acres / 6,490.44 S.F. more or less.



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### **739 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Independence Avenue and the western right of way line of Halifax Street, thence along said right of way line of Halifax Street South 18°59'52" West a distance of 45.00' to a point, said point being the True Point and Place of Beginning, thence South 18°59'52" West a distance of 45.00' to a point, thence leaving said right of way line North 86°18'30" West a distance of 150.00' to a point, thence North 18°59'52" East a distance of 45.00' to a point, thence South 86°18'30" East a distance of 150.00' to a point, said lying on the western right of way line of Halifax Street and being the True Point and Place of Beginning and containing 0.149 Acres / 6,490.44 S.F. more or less.

### **808 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Shore Street and the eastern right of way line of Halifax Street thence along the right of way line of Halifax Street in a southern direction 46.50' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 73°32'42" East a distance of 35.22' to a point, thence North 80°28'36" East a distance of 90.50' to a point, thence North 80°06'32" East a distance of 9.68' to a point, thence South 02°35'18" East a distance of 40.06' to a point, thence South 77°34'15" West a distance of 8.47' to a point, thence South 77°56'00" West a distance of 153.37' to a point, said point lying on the eastern right of way line of Halifax Street, thence along said right of way line North 19°33'06" East a distance of 71.36' to a point, said point being the True Point and Place of Beginning and containing 0.156 Acres / 364795.36 S.F. more or less.

### **811 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Short Alley and the western right of way line of Halifax Street, thence along said right of way line of Halifax Street in a southern direction 135.88' to a point, said point being the True Point and Place of Beginning, thence along the right of way line of Halifax Street South 20°14'29" West a distance of 40.95' to a point, thence leaving said right of way line North 74°33'11" West a distance of 78.10' to a point, thence South 83°23'49" West a distance of 91.27', thence North 03°25'29" West a distance of 41.48' to a point, thence North 89°37'18" East a distance of 95.73' to a point, thence South 80°53'42" East a distance of 87.96' to a point, said point lying on the western right of way line of Halifax Street and being the True Point and Place of Beginning and containing 0.146 Acres / 6,359.76 S.F. more or less.

### **334 HARRISON STREET**

Commencing at a point located on the southern right of way line of Maple Lane and the western right of way line of Harrison Street, thence along said right of way line of Harrison Street in a southern direction a distance of 99.93' to a point, said point being the True Point and Place of Beginning, thence along the right of way line of Harrison Street South 16°20'37" East a distance of 47.02' to a point, thence leaving said right of



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way line South 73°57'24" West a distance of 255.15' to a point, thence North 16°20'37" West a distance of 47.02' to a point, thence North 73°57'24" East a distance of 255.15' to a point, said point lying on the western right of way line of Harrison Street and being the True Point and Place of Beginning and containing 0.275 Acres / 11,979.00 S.F. more or less.

### **803 JONES STREET**

Commencing at a point located on the northern right of way line of Short Alley and the western right of way line of Jones Street, said point being the True Point and Place of Beginning, thence along the right of way line of Jones Street North 16°05'40" West a distance of 42.50' to a point, thence leaving said right of way line South 83°29'10" East a distance of 90.94' to a point, thence South 13°08'04" West a distance of 38.60' to a point, said point lying on the northern right of way line of Short Alley, thence along said right of way line North 84°12'45" West a distance of 70.16' to a point, said point being the True Point and Place of Beginning and containing 0.072 Acres / 3,136.32 S.F. more or less.

### **735 SHORT ALLEY**

Commencing at a point located on the eastern right of way line of Jones Street and the northern right of way line of Short Alley, thence along said right of way line of Short Alley on a eastern direction a distance of 70.16' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 13°08'04" East a distance of 84.77' to a point, thence South 82°42'07" East a distance of 41.20' to a point, thence South 05°48'07" West a distance of 82.99' to a point, said point lying on the northern right of way line of Short Alley, thence along said right of way line North 84°12'45" West a distance of 52.00' to a point, said point being the True Point and Place of Beginning and containing 0.089 Acres / 3,876.84 S.F. more or less.

### **727 SHORT ALLEY**

Commencing at a point located on the eastern right of way line of Jones Street and the northern right of way line of Short Alley, thence along said right of way line of Short Alley on a eastern direction a distance of 122.16' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 05°48'07" East a distance of 82.99' to a point, thence South 82°42'07" East a distance of 61.00' to a point, thence South 05°47'15" West a distance of 81.38' to a point, said point lying on the northern right of way line of Short Alley, thence along said right of way line North 84°12'45" West a distance of 61.00' to a point, said point being the True Point and Place of Beginning and containing 0.115 Acres / 5,009.40 S.F. more or less.

### **839 JONES STREET**

Commencing at a point located on the southern right of way line of Short Alley and the eastern right of way line of Jones Street thence along the right of way line of Jones Street in a southern direction 306.50' to point, said point being the True Point and Place



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of Beginning, thence leaving said right of way line North 88°19'55" East a distance of 112.48' to a point, thence South 07°07'21" West a distance of 40.84' to a point, thence South 78°37'04" West a distance of 92.05' to a point, said point lying on the eastern right of way line of Jones Street, thence along said right of way line North 17°10'19" West a distance of 58.00' to a point, said point being the True Point and Place of Beginning and containing 0.113 Acres / 4,922.28 S.F. more or less.

### **829 JONES STREET**

Commencing at a point located on the southern right of way line of Shot Alley and the western right of way line of Jones Street, thence along said right of way line of Jones Street in a southern direction a distance of 199.00' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 84°19'02" East a distance of 147.10' to a point, thence South 03°25'29" East a distance of 57.00' to a point, thence South 84°59'34" West a distance of 133.70' to a point, said point lying on the western right of way line of Jones Street, thence along said right of way line North 17°04'39" West a distance of 56.49' to a point, said point being the True Point and Place of Beginning and containing 0.181 Acres / 7,884.36 S.F. more or less.

### **804 JONES STREET**

Commencing at a point located on the southern right of way line of Gladstone Street and the western right of way line of Jones Street, said point being the True Point and Place of Beginning, thence along said right of way line of Jones Street South 17°17'32" East a distance of 50.00' to a point, thence leaving said right of way line South 72°26'25" West a distance of 145.00' to a point, thence North 17°17'32" West a distance of 50.00' to a point, said point lying on the southern right of way line of Gladstone Street, thence along said right of way line North 72°26'25" East a distance of 145.00' to a point, said point being the True Point and Place of Beginning and containing 0.166 Acres / 7,230.96 S.F. more or less.

### **809 JONES STREET**

Commencing at a point located on the eastern right of way line of Jones Street and the southern right of way line of Short Alley, said point being the True Point and Place of Beginning, thence along the right of way line of Short Alley South 85°20'11" East a distance of 202.62' to a point, thence leaving said right of way line South 03°04'34" West a distance of 47.10' to a point, thence South 84°49'51" West a distance of 175.76' to a point, said point lying on the eastern right of way line of Jones Street, thence along said right of way line North 17°04'39" West a distance of 83.00' to a point, said point being the True Point and Place of Beginning and containing 0.273 Acres / 11,891.88 S.F. more or less.





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### **604 SHORE STREET**

#### **New Lot 4**

Commencing at a point located on the southern right of way line of Shore Street and the western right of way line of St. James Street, said point being the True Point and Place of Beginning, thence along said right of way line of St. James Street South  $02^{\circ}44'57''$  East a distance of 70.73' to a point, thence leaving said right of way line South  $83^{\circ}01'06''$  West a distance of 89.91' to a point, thence North  $02^{\circ}50'04''$  West a distance of 70.94' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North  $83^{\circ}09'10''$  East a distance of 90.00' to a point, said point being the True Point and Place of Beginning and containing 0.146 Acres / 6,359.76 S.F. more or less.

#### **New Lot 5**

Commencing at a point located on the southern right of way line of Shore Street and the western right of way line of St. James Street, thence along said right of way line of St. James Street South  $02^{\circ}44'57''$  East a distance of 70.73' to a point, said point being the True Point and Place of Beginning, thence South  $02^{\circ}44'57''$  East a distance of 70.73' to a point, thence leaving said right of way line South  $82^{\circ}53'02''$  West a distance of 89.82' to a point, thence North  $02^{\circ}50'04''$  West a distance of 70.94' to a point, thence North  $83^{\circ}01'06''$  East a distance of 89.91' to a point, said point being the True Point and Place of Beginning and containing 0.146 Acres / 6,359.76 S.F. more or less.

### **408 SHORE STREET**

Commencing at a point located on the southern right of way line of Shore Street and the western right of way line of Chestnut Street, said point being the True Point and Place of Beginning, thence along said right of way line of Chestnut Street South  $03^{\circ}27'24''$  East a distance of 106.00' to a point, thence leaving said right of way line South  $87^{\circ}16'14''$  West a distance of 54.35' to a point, thence North  $04^{\circ}54'21''$  West a distance of 104.95' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North  $86^{\circ}09'03''$  East a distance of 57.00' to a point, said point being the True Point and Place of Beginning and containing 0.135 Acres / 5,880.60 S.F. more or less.

### **328 SHORE STREET**

Commencing at a point located on the western right of way line of Harding Street and the southern right of way line of Shore Street, thence along the right of way line of Shore Street in a western direction a distance of 249.04' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line South  $15^{\circ}28'42''$  East a distance of 115.04' to a point, thence South  $74^{\circ}29'18''$  West a distance of 57.00' to a point, thence North  $15^{\circ}28'42''$  West a distance of 115.07' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North  $74^{\circ}30'49''$  East a distance of 57.00' to a point, said point being the True Point and Place of Beginning and containing 0.151 Acres / 6,577.56 S.F. more or less.



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### **322 SHORE STREET**

Commencing at a point located on the western right of way line of Harding Street and the southern right of way line of Shore Street, thence along the right of way line of Shore Street in a western direction a distance of 198.04' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 15°28'42" East a distance of 115.02' to a point, thence South 74°29'18" West a distance of 51.00' to a point, thence North 15°28'42" West a distance of 115.04' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 74°30'49" East a distance of 51.00' to a point, said point being the True Point and Place of Beginning and containing 0.135 Acres / 5,880.60 S.F. more or less.

### **425 WEST STREET**

New Lot 6

Commencing at a point located on the northern right of way line of Stainback Street and the eastern right of way line of West Street, said point being the True Point and Place of Beginning, thence along said right of way line of West Street North 24°36'24" West a distance of 52.34' to a point, thence leaving said right of way line North 64°29'18" East a distance of 110.00' to a point, thence South 24°36'24" East a distance of 52.34' to a point, said point lying on the northern right of way line of Stainback Street, thence along said right of way line South 64°29'18" West a distance of 110.00' to a point, said point being the True Point and Place of Beginning and containing 0.132 Acres / 5,749.92 S.F. more or less.

New Lot 4

Commencing at a point located on the northern right of way line of Stainback Street and the eastern right of way line of West Street, thence along said right of way line of West Street North 24°36'24" West a distance of 52.34' to a point, said point being the True Point and Place of Beginning, thence North 24°36'24" West a distance of 52.34' to a point, thence leaving said right of way line South 64°29'18" West a distance of 110.00' to a point, thence South 24°36'24" East a distance of 52.34' to a point, thence North 64°29'18" East a distance of 110.00' to a point, said point being the True Point and Place of Beginning and containing 0.132 Acres / 5,749.92 S.F. more or less.

### **715 WEST STREET**

Commencing at a point located on the southern right of way line of Lee Avenue and the eastern right of way line of West Street, thence along said right of way line of West Street in a southern direction a distance of 954.97' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 65°29'44" East a distance of 209.99' to a point, thence South 24°32'27" East a distance of 50.00' to a point, thence South 65°29'44" West a distance of 210.00' to a point, said point lying on the eastern right of way line of West Street, thence along said right of way line North 24°32'04" West a distance of 50.00' to a point, said point being the True Point and Place of Beginning and containing 0.241 Acres / 10,497.96 S.F. more or less.



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### **716 HARDING STREET**

#### **Lot 1**

Commencing at a point located on the southern right of way line of Mistletoe Street and the eastern right of way line of Harding Street, thence in a southern direction a distance of 123.50' to a point, thence along said right of way line South 15°59'18" East a distance of 40.05' to a point, said point being the True Point and Place of Beginning, thence South 15°59'18" East a distance of 40.05' to a point, thence leaving said right of way line South 74°52'56" West a distance of 120.15' to a point, thence North 15°53'07" West a distance of 40.05' to a point, thence North 74°53'07" East a distance of 120.08' to a point, said point being the True Point and Place of Beginning and containing 0.110 Acres / 4,791.60 S.F. more or less.

#### **Lot 2**

Commencing at a point located on the southern right of way line of Mistletoe Street and the eastern right of way line of Harding Street, said point being the True Point and Place of Beginning, thence along said right of way line of Harding Street South 15°59'18" East a distance of 40.05' to a point, thence leaving said right of way line South 74°53'07" West a distance of 120.08' to a point, thence North 15°53'07" West a distance of 40.05' to a point, thence North 74°53'17" East a distance of 120.01' to a point, said point being the True Point and Place of Beginning and containing 0.110 Acres / 4,791.60 S.F. more or less.

### **627 HARDING STREET**

Commencing at a point located on the northern right of way line of Kentucky Avenue and the eastern right of way line of Harding Street, thence along said right of way line of Harding Street in a northern direction a distance of 185.02' to a point, said point being the True Point and Place of Beginning, thence North 16°43'44" West a distance of 55.00' to a point, thence leaving said right of way line North 74°16'51" East a distance of 145.00' to a point, thence South 16°43'44" East a distance of 55.00' to a point, thence South 74°16'51" West a distance of 145.00' to a point, said point being the True Point and Place of Beginning and containing 0.183 Acres / 7,971.48 S.F. more or less.

### **517 ST MATTHEW STREET**

Commencing at a point located on the eastern right of way line of St James Street and the northern right of way line of St Matthew Street, thence along said right of way line of St Matthew Street in a eastern direction a distance of 116.17' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 03°00'46" West a distance of 260.34' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 83°16'44" East a distance of 15.00' to a point, thence leaving said right of way line South 02°03'58" East a distance of 104.08' to a point, thence South 80°11'51" East a distance of 41.48' to a point, thence South 04°32'07" East a distance of 139.32' to a point, said point lying on the northern right of way line of St Matthew Street, thence along said right of way line



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South 78°17'47" West a distance of 58.06' to a point, said point being the True Point and Place of Beginning and containing 0.224 Acres / 9,757.44 S.F. more or less.

### **415 ST MATTHEW STREET**

Commencing at a point located on the northern right of way line of Bolling Street and the eastern right of way line of St Matthew Street, thence along said right of way line of St Matthew Street in a eastern direction a distance of 171.17' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 10°18'53" West a distance of 111.01' to a point, thence North 78°37'10" East a distance of 57.00' to a point, thence South 10°09'13" East a distance of 111.00' to a point, thence South 78°36'03" West a distance of 56.69' to a point, said point being the True Point and Place of Beginning and containing 0.145 Acres / 6,316.20 S.F. more or less.

### **708-710 KIRKHAM STREET**

Commencing at a point located on the western right of way line of St James Street and the southern right of way line of Kirkham Street, thence along said right of way line of Kirkham Street in a western direction a distance of 348'± to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 02°10'24" East a distance of 126.53' to a point, thence South 80°38'09" West a distance of 59.54' to a point, thence North 03°27'06" West a distance of 126.00' to a point, said point lying on the southern right of way line of Kirkham Street, thence along said right of way line North 80°26'47" East a distance of 62.40' to a point, said point being the True Point and Place of Beginning and containing 0.176 Acres / 7,666.56 S.F. more or less.

### **712-714 KIRKHAM STREET**

Commencing at a point located on the western right of way line of St James Street and the southern right of way line of Kirkham Street, thence along said right of way line of Kirkham Street in a western direction a distance of 410'± to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 03°27'06" East a distance of 126.00' to a point, thence South 80°38'09" West a distance of 43.98' to a point, thence North 03°27'06" West a distance of 125.85' to a point, said point lying on the southern right of way line of Kirkham Street, thence along said right of way line North 80°26'47" East a distance of 44.00' to a point, said point being the True Point and Place of Beginning and containing 0.126 Acres / 5,488.56 S.F. more or less.

### **716 KIRKHAM STREET**

Commencing at a point located on the western right of way line of St James Street and the southern right of way line of Kirkham Street, thence along said right of way line of Kirkham Street in a western direction a distance of 454'± to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 03°27'06" East a distance of 125.85' to a point, thence South 80°38'09" West a distance of 53.98' to a point, thence North 03°27'06" West a distance of 125.67' to a point, said point lying on the southern right of way line of Kirkham Street, thence along said right of way line



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North 80°26'47" East a distance of 54.00' to a point, said point being the True Point and Place of Beginning and containing 0.155 Acres / 6,751.80 S.F. more or less.

### **249 NORTH CAROLINA AVENUE**

Commencing at a point located on the eastern right of way line of High Pearl Street and the northern right of way line of North Carolina Avenue, thence along said right of way line of North Carolina Avenue in a eastern direction a distance of 118.45' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°27'03" West a distance of 172.82' to a point, thence North 88°30'42" East a distance of 25.91' to a point, thence South 03°00'48" East a distance of 17.99' to a point, thence North 80°12'28" East a distance of 19.81' to a point, thence South 06°31'52" East a distance of 148.25' to a point, said point lying on the northern right of way line of North Carolina Avenue, thence along said right of way line South 78°25'00" West a distance of 57.00' to a point, said point being the True Point and Place of Beginning and containing 0.188 Acres / 8,189.28 S.F. more or less.

### **742 MOUNT AIRY STREET**

Commencing at a point located on the northern right of way line of Gladstone Street and the western right of way line of Mount Airy Street, thence along said right of way line of Mount Airy Street North 17°14'54" West a distance of 16.68' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 72°45'06" West a distance of 89.23' to a point, said point lying on the northern right of way line of Tarrapin Alley, thence along said right of way North 83°23'43" West a distance of 22.50' to a point, thence North 17°15'15" West a distance of 70.90' to a point, thence leaving said right of way line North 72°45'06" East a distance of 109.82' to a point, said point lying on the eastern right of way line of Mount Airy Street, thence along said right of way line South 17°14'54" East a distance of 80.00' to a point, said point being the True Point and Place of Beginning and containing 0.200 Acres / 8,712.00 S.F. more or less.

### **742 BLICK STREET**

Commencing at a point located on the western right of way line of Blick Street and the northern right of way line of Shore Street, said point being the True Point and Place of Beginning, thence along said right of way line of Shore Street South 84°17'48" West a distance of 108.33' to a point, thence leaving said right of way line North 03°12'54" West a distance of 70.72' to a point, thence North 80°51'39" East a distance of 100.71' to a point, said point lying on the western right of way line of Blick Street, thence along said right of way line South 09°14'05" East a distance of 76.83' to a point, said point being the True Point and Place of Beginning and containing 0.177 Acres / 7,710.12 S.F. more or less.





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### **135 KENTUCKY AVENUE**

Commencing at a point located on the western right of way line of Harrison Street and the northern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a western direction a distance of 269'± to a point, said point being the True Point and Place of Beginning, thence South 74°03'28" West a distance of 45.00' to a point, thence leaving said right of way line North 18°09'22" West a distance of 80.00' to a point, thence North 74°03'28" East a distance of 45.00' to a point, thence South 18°09'22" East a distance of 80.00' to a point, said point being the True Point and Place of Beginning and containing 0.083 Acres / 3,615.48 S.F. more or less.

### **133 KENTUCKY AVENUE**

Commencing at a point located on the western right of way line of Harrison Street and the northern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a western direction a distance of 224'± to a point, said point being the True Point and Place of Beginning, thence South 74°03'28" West a distance of 45.00' to a point, thence leaving said right of way line North 18°09'22" West a distance of 80.00' to a point, thence North 74°03'28" East a distance of 45.00' to a point, thence South 18°09'22" East a distance of 80.00' to a point, said point being the True Point and Place of Beginning and containing 0.083 Acres / 3,615.48 S.F. more or less.

### **204 KENTUCKY AVENUE**

Commencing at a point located on the eastern right of way line of Harding Street and the southern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a eastern direction a distance of 464.89' to a point, said point being the True Point and Place of Beginning, thence North 73°48'29" East a distance of 46.00' to a point, thence leaving said right of way line South 16°44'07" East a distance of 113.00' to a point, thence South 73°48'30" West a distance of 46.00' to a point, thence North 16°44'07" West a distance of 113.00' to a point, said point being the True Point and Place of Beginning and containing 0.119 Acres / 5,183.64 S.F. more or less.

### **202 KENTUCKY AVENUE**

Commencing at a point located on the western right of way line of Harrison Street and the southern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a western direction a distance of 264.93' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 17°01'27" East a distance of 50.86' to a point, thence South 16°29'55" East a distance of 62.14' to a point, thence South 73°47'10" West a distance of 42.00' to a point, thence North 16°44'07" West a distance of 113.00' to a point, said point lying on the southern right of way line of Kentucky Avenue, thence along said right of way line North 73°47'11" East a distance of 42.00' to a point, said point being the True Point and Place of Beginning and containing 0.109 Acres / 4,748.04 S.F. more or less.



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### **1004 FARMER STREET**

Commencing at a point located on the eastern right of way line of West Street and the southern right of way line of Farmer Street, thence along said right of way line of Farmer Street in a eastern direction a distance of 414.00' to a point, said point being the True Point and Place of Beginning, thence North 64°17'24" East a distance of 42.00' to a point, thence leaving said right of way line South 24°31'58" East a distance of 144.66' to a point, thence South 64°14'05" West a distance of 42.00' to a point, thence North 24°31'57" West a distance of 144.70' to a point, said point being the True Point and Place of Beginning and containing 0.139 Acres / 6,054.84 S.F. more or less.

### **852 ROME STREET**

Commencing at a point located on the eastern right of way line of S Dunlop Street and the southern right of way line of Rome Street, said point being the True Point and Place of Beginning, thence along said right of way line of Rome Street North 64°35'41" East a distance of 79.29' to a point, thence leaving said right of way line South 24°17'07" East a distance of 78.11' to a point, thence South 65°11'49" West a distance of 78.56' to a point, said point lying on the eastern right of way line of S Dunlop Street, thence along said right of way line North 24°49'04" West a distance of 77.27' to a point, said point being the True Point and Place of Beginning and containing 0.141 Acres / 6,141.96 S.F. more or less.

### **725 STERLING STREET**

Commencing at a point located on the northern right of way line of Shore Street and the eastern right of way line of Sterling Street, thence along said right of way line of Sterling Street in a northern direction a distance of 130.00' to a point, said point being the True Point and Place of Beginning, thence North 17°48'13" West a distance of 130.00' to a point, thence leaving said right of way line North 72°11'47" East a distance of 40.00' to a point, thence South 17°48'13" East a distance of 130.00' to a point, thence South 72°11'47" West a distance of 40.00' to a point, said point being the True Point and Place of Beginning and containing 0.119 Acres / 5,183.64 S.F. more or less.

### **919 WYTHE STREET**

Commencing at a point located on the western right of way line of Dunlop Street and the northern right of way line of West Wythe Street, thence along said right of way line of West Wythe Street in a western direction a distance of 186.07' to a point, said point being the True Point and Place of Beginning, thence South 64°36'23" West a distance of 34.98' to a point, thence leaving said right of way line North 24°33'51" West a distance of 150.01' to a point, thence North 64°36'26" East a distance of 34.89' to a point, thence South 24°35'58" East a distance of 150.01' to a point, said point being the True Point and Place of Beginning and containing 0.120 Acres / 5,227.20 S.F. more or less.



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### **151 VIRGINIA AVENUE**

Commencing at a point located on the northern right of way line of Virginia Avenue and the eastern right of way line of Diamond Street, said point being the True Point and Place of Beginning, thence along said right of way line of Diamond Street North  $03^{\circ}03'11''$  West a distance of 41.54' to a point, thence leaving said right of way line North  $78^{\circ}38'21''$  East a distance of 113.73' to a point, thence South  $02^{\circ}46'01''$  East a distance of 41.58' to a point, said point lying on the northern right of way line of Virginia Avenue, thence along said right of way line South  $78^{\circ}38'21''$  West a distance of 113.52' to a point, said point being the True Point and Place of Beginning and containing 0.107 Acres / 4,660.92 S.F. more or less.

### **731 WEST STREET**

Commencing at a point located on the southern right of way line of Lee Avenue and the eastern right of way line of West Street, thence along said right of way line of West Street in a southern direction a distance of 1176.02' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North  $66^{\circ}27'33''$  East a distance of 210.00 to a point, thence South  $25^{\circ}14'00''$  East a distance of 25.00' to a point, thence South  $66^{\circ}27'26''$  West a distance of 210.30' to a point, said point lying on the eastern right of way line of West Street, thence along said right of way line North  $24^{\circ}32'04''$  West a distance of 25.00' to a point, said point being the True Point and Place of Beginning and containing 0.121 Acres / 5,270.76 S.F. more or less.

April 18, 2022

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

Re: 2022 Tax Credit Reservation Request

Name of Development: Dorsey Flats Homes  
Name of Owner: PB Petersburg Owner II LLC

Ladies and Gentlemen:

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 April 18, 2022 (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 the 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 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.

Virginia Housing Development Authority  
April 18, 2022  
Page 2

4. Subject to the possibility of reverter set forth in the deed recorded in the Clerk's Office of Petersburg Circuit Court as instrument number 202103563, the site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

5. 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.

6. 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 the placement in service of each building of the Development, 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.

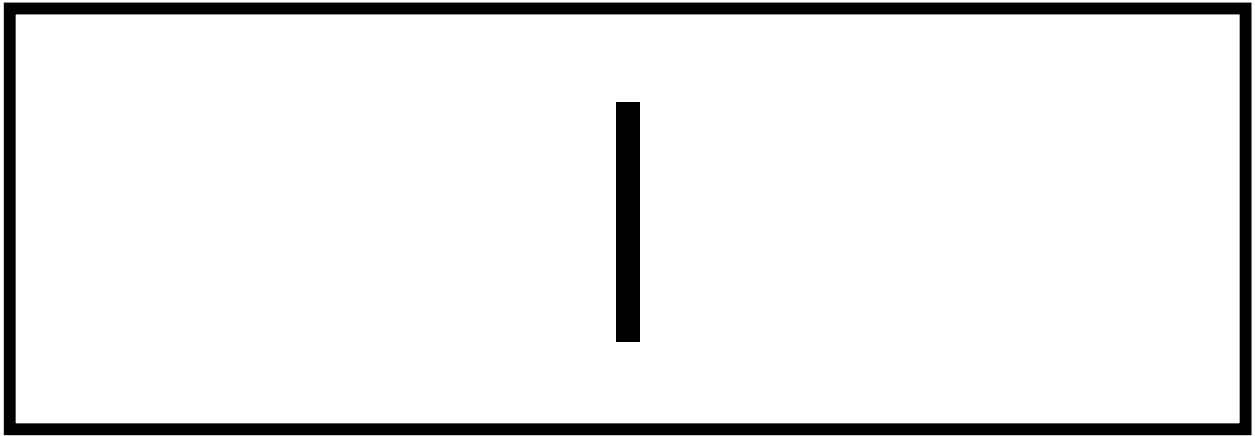
This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

**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.**

VORYS, SATER, SEYMOUR AND PEASE LLP

*Vary An Ler n Pease LLP*





# 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 (the "Authority" formerly VHDA) 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

- Name of development: \_\_\_\_\_
- Name of owner/applicant: \_\_\_\_\_
- Name of non-profit entity: \_\_\_\_\_
- Address of principal place of business of non-profit entity: \_\_\_\_\_
- Tax exempt status: ☐ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- Date of legal formation of non-profit (must be prior to application deadline); \_\_\_\_\_  
evidenced by the following documentation: \_\_\_\_\_  
\_\_\_\_\_
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached): \_\_\_\_\_
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation): \_\_\_\_\_  
\_\_\_\_\_
- 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.)?  
\_\_\_\_\_ How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

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## Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

☐ Yes ☐ No If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_

- 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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Does any for-profit organization or local housing authority have the right to make such appointments?

☐ Yes ☐ No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

## Non-profit Questionnaire, cont'd

- 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: \_\_\_\_\_

- 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

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

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### 3. Non-profit Involvement

- 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:

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- (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?

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(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? ☐ Yes ☐ No

- 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?

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## Non-profit Questionnaire, cont'd

☐ 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:

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- 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 non-profit's proposed involvement in the construction or rehabilitation of the Development:
- 
- 

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):
- 
- 
- 

- (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:
- 
- 
- 

- 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.
- 
- 

- 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.
- 
- 
- 

- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? ☐ Yes ☐ No If yes, explain the amount and source of the funds for such payments.
- 
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## Non-profit Questionnaire, cont'd

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- 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.

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- 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:

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- 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:

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- 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:

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## Non-profit Questionnaire, cont'd

### 4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? ☐ Yes ☐ No
- Define the non-profit's geographic target area or population to be served:  

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- 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:  

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- 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:  

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- 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
- 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:  

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- 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 general discussion points:  

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- 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
  - (ii) elected representatives of low-income neighborhood organizations? ☐ Yes ☐ No

## Non-profit Questionnaire, cont'd

- 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
- 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:  

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- 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
- 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:  

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- 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:  

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- 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).  

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- 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).  

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- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? ☐ Yes ☐ No  

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- 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:  

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## Non-profit Questionnaire, cont'd

### 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Applicant

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

\_\_\_\_\_  
Non-profit

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Board Chairman

By: \_\_\_\_\_

Executive Director

## Non-profit Questionnaire, cont'd

### 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.

\_\_\_\_\_  
Date

*Craig J. Holland*

\_\_\_\_\_  
Owner/Applicant

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

\_\_\_\_\_  
Non-profit

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Board Chairman

By: \_\_\_\_\_

Executive Director



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# Unit Delivery Schedule: Homes

(MANDATORY, if tenants are displaced)

**Tenant displacement NA**

## **Accessible Homes:**

808 Halifax Street – 4 BR

604 Shore Street (1) – 3 BR

604 Shore St (2) – 3 BR

517 St. Matthew Street – 4 BR

202 Kentucky Ave – 2 BR

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1		<b>Dorsey Flats Homes</b>	<b>426 days</b>	<b>Fri 4/15/22</b>	<b>Fri 12/1/23</b>																					
2		<b>Mobilization</b>	<b>19 days</b>	<b>Fri 4/15/22</b>	<b>Wed 5/11/22</b>																					
3		Establish field office	3 days	Fri 4/15/22	Tue 4/19/22																					
4		Secure housing	3 days	Wed 4/20/22	Fri 4/22/22																					
5		Transportation of equipment	3 days	Mon 4/25/22	Wed 4/27/22																					
6		Initial site surveys	10 days	Thu 4/28/22	Wed 5/11/22																					
7		<b>Crew 1: Clearing, grubbing and demo</b>	<b>120 days</b>	<b>Thu 5/12/22</b>	<b>Wed 10/26/22</b>																					
8		716 Kirkham St / 595X / B / 4	5 days	Thu 5/12/22	Wed 5/18/22																					
9		712-714 Kirkham St / 595X / A / 3	5 days	Thu 5/19/22	Wed 5/25/22																					
10		708-710 Kirkham St / 595X / A / 5	5 days	Thu 5/26/22	Wed 6/1/22																					
11		249 N Carolina Ave / 595X / A / 6	5 days	Thu 6/2/22	Wed 6/8/22																					
12		151 St Mark St / 244 / B / 4	5 days	Thu 6/9/22	Wed 6/15/22																					
13		521 St Mark St / 595X / A / 6	5 days	Thu 6/16/22	Wed 6/22/22																					
14		839 S Jones St / 244 / A / 4	5 days	Thu 6/23/22	Wed 6/29/22																					
15		829 S Jones St / 595X / B / 2	5 days	Thu 6/30/22	Wed 7/6/22																					
16		809 S Jones St / 595X / B / 4	5 days	Thu 7/7/22	Wed 7/13/22																					
17		804 S Jones St / 595X / A / 3	5 days	Thu 7/14/22	Wed 7/20/22																					
18		803 S Jones St / 244 / A / 4	5 days	Thu 7/21/22	Wed 7/27/22																					
19		735 Short St / 244 / A / 3	5 days	Thu 7/28/22	Wed 8/3/22																					
20		727 Short St / 244 / B / 2	5 days	Thu 8/4/22	Wed 8/10/22																					
21		811 Halifax St / 244 / B / 4	5 days	Thu 8/11/22	Wed 8/17/22																					
22		739 Halifax St / 595X / B / 4	5 days	Thu 8/18/22	Wed 8/24/22																					
23		735 Halifax St / 595X / A / 6	5 days	Thu 8/25/22	Wed 8/31/22																					
24		808 Halifax St / 595X / A / 3 / ADA	5 days	Thu 9/1/22	Wed 9/7/22																					
25		604A Shore St / 244 / B / 2 / ADA	5 days	Thu 9/8/22	Wed 9/14/22																					
26		604B Shore St / 244 / B / 4	5 days	Thu 9/15/22	Wed 9/21/22																					
27		517 St Matthew St / 595X / A / 3 / ADA	5 days	Thu 9/22/22	Wed 9/28/22																					
28		742 Blick St / 244 / A / 5	5 days	Thu 9/29/22	Wed 10/5/22																					
29		415 St Matthew St / 244 / A / 4	5 days	Thu 10/6/22	Wed 10/12/22																					
30		408 Shore St / 244 / A / 5	5 days	Thu 10/13/22	Wed 10/19/22																					
31		328 Shore St / 244 / B / 4	5 days	Thu 10/20/22	Wed 10/26/22																					
32		<b>Crew 2: Clearing, grubbing and demo</b>	<b>120 days</b>	<b>Thu 5/12/22</b>	<b>Wed 10/26/22</b>																					
33		919 W Wythe St / 595X / A / 5	5 days	Thu 5/12/22	Wed 5/18/22																					
34		852 Rome St / 595X / A / 6	5 days	Thu 5/19/22	Wed 5/25/22																					
35		1004 Farmer St / 595X / A / 3	5 days	Thu 5/26/22	Wed 6/1/22																					
36		425 West St Lot 4 / 244 / B / 2	5 days	Thu 6/2/22	Wed 6/8/22																					
37		425 West St Lot 6 / 244 / B / 4	5 days	Thu 6/9/22	Wed 6/15/22																					
38		612 Pelgram St / 595X / A / 3	5 days	Thu 6/16/22	Wed 6/22/22																					
39		715 S West St / 595X / A / 6	5 days	Thu 6/23/22	Wed 6/29/22																					
40		731 S West St / 461X / A / 3	5 days	Thu 6/30/22	Wed 7/6/22																					
41		742 Mt Airy St / 595X / A / 3	5 days	Thu 7/7/22	Wed 7/13/22																					
42		717 Ann St / 244 / A / 5	5 days	Thu 7/14/22	Wed 7/20/22																					

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43			715 Ann St / 244 / B / 4	5 days	Thu 7/21/22	Wed 7/27/22																					
44			709-711 Ann St / 244 / A / 3	5 days	Thu 7/28/22	Wed 8/3/22																					
45			712-414 Wesley St / 244 / B / 2	5 days	Thu 8/4/22	Wed 8/10/22																					
46			334 Harrison St / ??? / ??? / ???	5 days	Thu 8/11/22	Wed 8/17/22																					
47			133 Kentucky Ave / 244 / B / 4	5 days	Thu 8/18/22	Wed 8/24/22																					
48			135 Kentucky Ave / 244 / A / 5	5 days	Thu 8/25/22	Wed 8/31/22																					
49			202 Kentucky Ave / 461X / A / 6 / ADA	5 days	Thu 9/1/22	Wed 9/7/22																					
50			204 Kentucky Ave / 244 / A / 3	5 days	Thu 9/8/22	Wed 9/14/22																					
51			627 Harding St / 595X / A / 6	5 days	Thu 9/15/22	Wed 9/21/22																					
52			716 A Harding St / 595X / A / 5	5 days	Thu 9/22/22	Wed 9/28/22																					
53			716 B Harding St / 595X / A / 3	5 days	Thu 9/29/22	Wed 10/5/22																					
54			725 Sterling St / 595X / B / 4	5 days	Thu 10/6/22	Wed 10/12/22																					
55			151 Virginia Ave / 244 / B / 4	5 days	Thu 10/13/22	Wed 10/19/22																					
56			322 Shore St / 244 / A / 3	5 days	Thu 10/20/22	Wed 10/26/22																					
57			Crew 1: Foundation	168 days	Thu 5/26/22	Mon 1/16/23																					
58			716 Kirkham St / 595X / B / 4	7 days	Thu 5/26/22	Fri 6/3/22																					
59			712-714 Kirkham St / 595X / A / 3	7 days	Mon 6/6/22	Tue 6/14/22																					
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81			328 Shore St / 244 / B / 4	7 days	Fri 1/6/23	Mon 1/16/23																					
82			Crew 2: Foundation	168 days	Thu 5/26/22	Mon 1/16/23																					
83			919 W Wythe St / 595X / A / 5	7 days	Thu 5/26/22	Fri 6/3/22																					
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85			1004 Farmer St / 595X / A / 3	7 days	Wed 6/15/22	Thu 6/23/22																					
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106			322 Shore St / 244 / A / 3	7 days	Fri 1/6/23	Mon 1/16/23																					
107			Crew 1: Home setting/tie down/connect/porches	293 days	Mon 10/3/22	Wed 11/15/23																					
108			716 Kirkham St / 595X / B / 4	7 days	Mon 10/3/22	Tue 10/11/22																					
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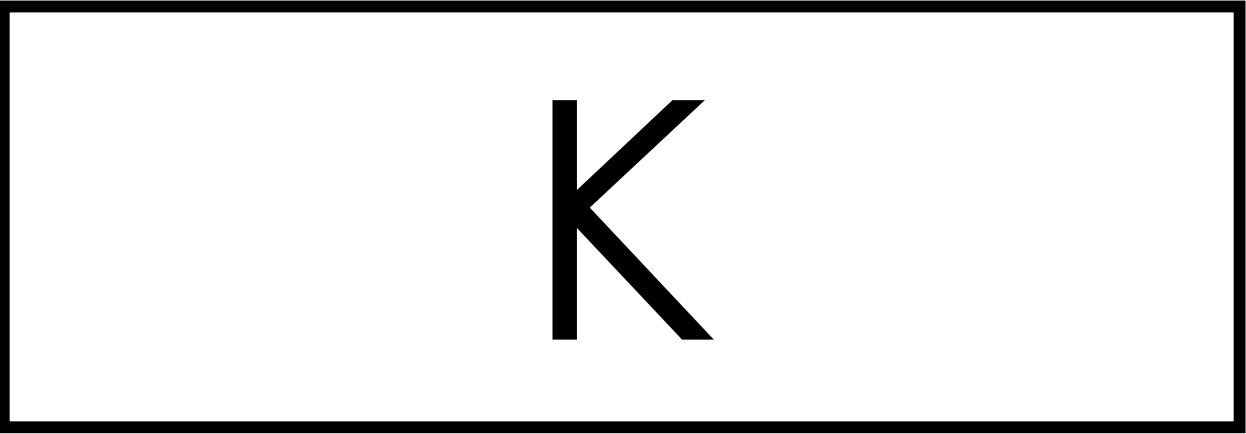
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ID		Task Mode	Task Name	Duration	Start	Finish	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
127			517 St Matthew St / 595X / A / 3 / ADA	7 days	Wed 9/6/23	Thu 9/14/23																					
128			742 Blick St / 244 / A / 5	7 days	Fri 9/15/23	Mon 9/25/23																					
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131			328 Shore St / 244 / B / 4	7 days	Tue 11/7/23	Wed 11/15/23																					
132			Crew 2: Home Setting/tie down, connections/porches	293 days	Mon 10/3/22	Wed 11/15/23																					
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156			322 Shore St / 244 / A / 3	7 days	Tue 11/7/23	Wed 11/15/23																					
157			Crew 1: Pour driveways, landscaping and inspection	293 days	Wed 10/19/22	Fri 12/1/23																					
158			716 Kirkham St / 595X / B / 4	7 days	Wed 10/19/22	Thu 10/27/22																					
159			712-714 Kirkham St / 595X / A / 3	7 days	Fri 11/18/22	Mon 11/28/22																					
160			708-710 Kirkham St / 595X / A / 5	7 days	Tue 12/27/22	Wed 1/4/23																					
161			249 N Carolina Ave / 595X / A / 6	7 days	Thu 1/19/23	Fri 1/27/23																					
162			151 St Mark St / 244 / B / 4	7 days	Mon 2/6/23	Tue 2/14/23																					
163			521 St Mark St / 595X / A / 6	7 days	Mon 2/20/23	Tue 2/28/23																					
164			839 S Jones St / 244 / A / 4	7 days	Wed 3/1/23	Thu 3/9/23																					
165			829 S Jones St / 595X / B / 2	7 days	Wed 3/22/23	Thu 3/30/23																					
166			809 S Jones St / 595X / B / 4	7 days	Fri 3/31/23	Mon 4/10/23																					
167			804 S Jones St / 595X / A / 3	7 days	Fri 4/21/23	Mon 5/1/23																					

Page 4



ID		Task Mode	Task Name	Duration	Start	Finish	Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
168			803 S Jones St / 244 / A / 4	7 days	Tue 5/2/23	Wed 5/10/23																					
169			735 Short St / 244 / A / 3	7 days	Tue 5/23/23	Wed 5/31/23																					
170			727 Short St / 244 / B / 2	7 days	Thu 6/1/23	Fri 6/9/23																					
171			811 Halifax St / 244 / B / 4	7 days	Thu 6/22/23	Fri 6/30/23																					
172			739 Halifax St / 595X / B / 4	7 days	Mon 7/3/23	Tue 7/11/23																					
173			735 Halifax St / 595X / A / 6	7 days	Mon 7/24/23	Tue 8/1/23																					
174			808 Halifax St / 595X / A / 3 / ADA	7 days	Wed 8/2/23	Thu 8/10/23																					
175			604A Shore St / 244 / B / 2 / ADA	7 days	Wed 8/23/23	Thu 8/31/23																					
176			604B Shore St / 244 / B / 4	7 days	Fri 9/1/23	Mon 9/11/23																					
177			517 St Matthew St / 595X / A / 3 / ADA	7 days	Fri 9/22/23	Mon 10/2/23																					
178			742 Blick St / 244 / A / 5	7 days	Tue 10/3/23	Wed 10/11/23																					
179			415 St Matthew St / 244 / A / 4	7 days	Tue 10/24/23	Wed 11/1/23																					
180			408 Shore St / 244 / A / 5	7 days	Thu 11/2/23	Fri 11/10/23																					
181			328 Shore St / 244 / B / 4	7 days	Thu 11/23/23	Fri 12/1/23																					
182			Crew 2: Pour driveways, landscaping and inspection	293 days	Wed 10/19/22	Fri 12/1/23																					
183			919 W Wythe St / 595X / A / 5	7 days	Wed 10/19/22	Thu 10/27/22																					
184			852 Rome St / 595X / A / 6	7 days	Fri 11/18/22	Mon 11/28/22																					
185			1004 Farmer St / 595X / A / 3	7 days	Tue 12/27/22	Wed 1/4/23																					
186			425 West St Lot 4 / 244 / B / 2	7 days	Thu 1/19/23	Fri 1/27/23																					
187			425 West St Lot 6 / 244 / B / 4	7 days	Mon 2/6/23	Tue 2/14/23																					
188			612 Pelgram St / 595X / A / 3	7 days	Mon 2/20/23	Tue 2/28/23																					
189			715 S West St / 595X / A / 6	7 days	Wed 3/1/23	Thu 3/9/23																					
190			731 S West St / 461X / A / 3	7 days	Wed 3/22/23	Thu 3/30/23																					
191			742 Mt Airy St / 595X / A / 3	7 days	Fri 3/31/23	Mon 4/10/23																					
192			717 Ann St / 244 / A / 5	7 days	Fri 4/21/23	Mon 5/1/23																					
193			715 Ann St / 244 / B / 4	7 days	Tue 5/2/23	Wed 5/10/23																					
194			709-711 Ann St / 244 / A / 3	7 days	Tue 5/23/23	Wed 5/31/23																					
195			712-414 Wesley St / 244 / B / 2	7 days	Thu 6/1/23	Fri 6/9/23																					
196			334 Harrison St / ??? / ??? / ???	7 days	Thu 6/22/23	Fri 6/30/23																					
197			133 Kentucky Ave / 244 / B / 4	7 days	Mon 7/3/23	Tue 7/11/23																					
198			135 Kentucky Ave / 244 / A / 5	7 days	Mon 7/24/23	Tue 8/1/23																					
199			202 Kentucky Ave / 461X / A / 6 / ADA	7 days	Wed 8/2/23	Thu 8/10/23																					
200			204 Kentucky Ave / 244 / A / 3	7 days	Wed 8/23/23	Thu 8/31/23																					
201			627 Harding St / 595X / A / 6	7 days	Fri 9/1/23	Mon 9/11/23																					
202			716 A Harding St / 595X / A / 5	7 days	Fri 9/22/23	Mon 10/2/23																					
203			716 B Harding St / 595X / A / 3	7 days	Tue 10/3/23	Wed 10/11/23																					
204			725 Sterling St / 595X / B / 4	7 days	Tue 10/24/23	Wed 11/1/23																					
205			151 Virginia Ave / 244 / B / 4	7 days	Thu 11/2/23	Fri 11/10/23																					
206			322 Shore St / 244 / A / 3	7 days	Thu 11/23/23	Fri 12/1/23																					

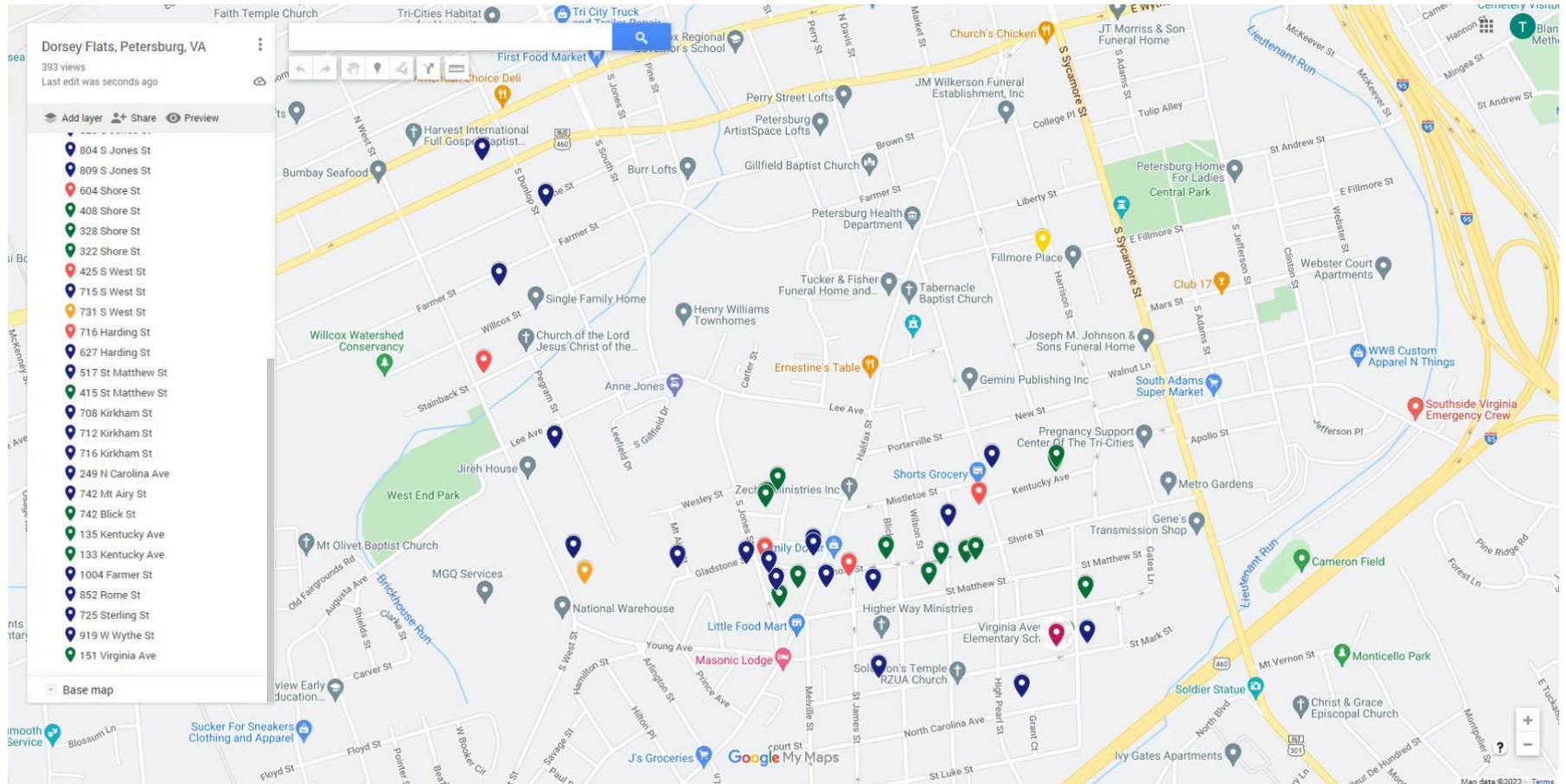


K

# Documentation of Development Location

<https://www.google.com/maps/d/edit?mid=1Ar2-b-DLHRDmCddb03ryZfFoNgPoD8Fq&usp=sharing>

## Map of Dorsey Flats Homes



K.1

Revitalization  
Area  
Certification



## City of Petersburg

Department of Planning and Community Development

135 N Union St, Room 304

Petersburg, VA 23803

(804) 733-2308

April 7, 2022

VHDA number 2022 TEB 103

Project Name: Dorsey Flats & Homes

Project Street Addresses: See attached address list

Project City: State: Zip Code: Petersburg, VA 23803

QCT: Census Tract: 51-730- 8104.00, 8106.00, 8107.00

Dorsey Flats (Homes)

This letter confirms that the properties listed below are located within census tracts 8104.00, 8106.00 and 8107.00, which are all U.S. Department of Housing and Urban Development (HUD) Low-Income Housing Tax Credit (LIHTC) Qualified Census Tracts (QCT). The City of Petersburg is an entitlement jurisdiction and directly receives HUD Community Development Block Grant (CDBG) funding to address Community Development needs. Because these properties are located within Qualified Census Tracts, they are within target areas for federal funding.

For the purposes of the Virginia Housing Tax Credit Program, these census tracts can be considered neighborhood stabilization priority areas and eligible for neighborhood community development programs.

**Signature of Authorized Official**

April 7, 2022

**Date**

Reginald Tabor

**Name (Printed/Typed)**

(804) 733-2312

**Phone Number**

Director, Department of Planning & Community Development

**Title**

City of Petersburg

**Entity Name**



Dorsey Flats Homes Qualified Census Tracts

	Parcel ID	Premise	Street	Zip code	Acreage	Zoning	Census Tract
1	030-090003	612	Pegram St	23803	0.43	R-3	8106
2	044-090016	151	St Mark St	23803	0.39	R-2	8107
3	044-050011	521	St Mark St	23803	0.12	R-2	8107
4	030-180009	709	Ann St	23803	0.08	R-3	8106
5	030-180010	715	Ann St	23803	0.08	R-3	8106
6	030-180011	717	Ann St	23803	0.08	R-3	8106
7	030-180003	712-14	Wesley	2380	0.79	R-3	8106
8	030-200011	735	Halifax St	23803	0.31	R-3	8106
9	030-200012	739	Halifax St	23803	0.15	R-3	8106
10	030-250011	808	Halifax St	23803	0.2	R-2	8107
11	030-240007	811	Halifax St	23803	0.2	R-3	8106
12	022-350010	334	Harrison St	23803	0.29	R-5	8107
13	030-200018	803	Jones St S	23803	0.07	R-3	8106
14	030-200018	735	Short Alley	23803	0.09	R 3	8106
15	030-200018	727	Short Alley	23803	0.12	R 3	8106
16	045-060002	839-41	Jones St S	23803	0.2	R-3	8106
17	030-240011	829	Jones St S	23803	0.19	R-3	8106
18	030-230012	804	Jones St S	23803	0.17	R-3	8106
19	030-240014	809	Jones St S	23803	0.15	R-3	8106
20	030-250003	604	Shore St (4 A)	23803	0.15	R-2	8107
21	030-250003	604	Shore (5 A)	23803	0.15	R 2	8107
22	031-390005	408	Shore St	23803	0.15	R-2	8107
23	031-380003	328	Shore St	23803	0.14	R-2	8107
24	031-380004	322	Shore St	23803	0.13	R-2	8107
25	029-150006	424	West St S (4A)	23803	0.13	R-3	8106
26	029-150006	425	West St S (6A)	23803	0.13	R-3	8106
27	030-090035	715	West St S	23803	0.24	R-3	8106
28	030-090029	731	West St S	23803	0.12	R-3	8106
29	031-250012	716	Harding St	23803	0.11	R-3	8107
30	031-250012	716	Harding St	23803	0.11	R-3	8107
31	031-200046	627	Harding St	23803	0.18	R-3	8107
32	030-260005	517	St Matthew St	23803	0.23	R-2	8107
33	031-390009	415	St Matthew St	23803	0.15	R-2	8107
34	045-380033	708-10	Kirkham St	23803	0.22	R-2	8107
35	045-380032	712-14	Kirkham St	23803	0.16	R-2	8107
36	045-380031	716	Kirkham St	23803	0.2	R-2	8107
37	044-110020	249	North Carolina Av	23803	0.21	R-2	8107
38	030-220012	742	Mount Airy St	23803	0.2	R-3	8106

39	031-230009	742	Blick St	23803	0.18	R-3	8107
40	031-200028	135	Kentucky Ave	23803	0.08	R-3	8107
41	031-200027	133	Kentucky Ave	23803	0.08	R 3	8107
42	031-260036	204	Kentucky Ave	23803	0.12	R-3	8107
43	031-260037	202	Kentucky Ave	23803	0.11	R-3	8107
44	030-040002	1004	Farmer St	23803	0.14	R-3	8104
45	023-400025	852	Rome St	23803	0.14	R-3	8104
46	031-250024	725	Sterling St	23803	0.12	R-3	8107
47	024-270022	919	Wythe St W	23803	0.12	R-3	8104
48	031-320023	151	Virginia Ave	23803	0.11	R-2	8107



# City of Petersburg

Department of Planning and Community Development  
135 N Union St, Room 304  
Petersburg, VA 23803  
(804) 733-2308

April 7, 2022

VHDA number 2022 TEB 103

Project Name: Dorsey Flats & Homes

Project Street Addresses: See attached address list

Project City: State: Zip Code: Petersburg, VA 23803

QCT: Census Tract: 51-730- 8104.00, 8106.00, 8107.00

Dorsey Flats (Homes)

Zoning: R-2 and R-3

This letter confirms that the properties located in the City of Petersburg, listed on the attached list are zoned R-2, Single-Family Residence District, and R-3, Two-Family Residence District.

*Sandra A. Robinson*

Signature of Authorized Official

April 7, 2022

Date

Sandra Robinson

Name (Printed/Typed)

(804) 733-2309

Phone Number

Zoning Administrator

Title

City of Petersburg

Entity Name

Dorsey Flats Homes Qualified Census Tracts

	Parcel ID	Premise	Street	Zip code	Acreage	Zoning	Census Tract
1	030-090003	612	Pegram St	23803	0.43	R-3	8106
2	044-090016	151	St Mark St	23803	0.39	R-2	8107
3	044-050011	521	St Mark St	23803	0.12	R-2	8107
4	030-180009	709	Ann St	23803	0.08	R-3	8106
5	030-180010	715	Ann St	23803	0.08	R-3	8106
6	030-180011	717	Ann St	23803	0.08	R-3	8106
7	030-180003	712-14	Wesley	2380	0.79	R-3	8106
8	030-200011	735	Halifax St	23803	0.31	R-3	8106
9	030-200012	739	Halifax St	23803	0.15	R-3	8106
10	030-250011	808	Halifax St	23803	0.2	R-2	8107
11	030-240007	811	Halifax St	23803	0.2	R-3	8106
12	022-350010	334	Harrison St	23803	0.29	R-5	8107
13	030-200018	803	Jones St S	23803	0.07	R-3	8106
14	030-200018	735	Short Alley	23803	0.09	R 3	8106
15	030-200018	727	Short Alley	23803	0.12	R 3	8106
16	045-060002	839-41	Jones St S	23803	0.2	R-3	8106
17	030-240011	829	Jones St S	23803	0.19	R-3	8106
18	030-230012	804	Jones St S	23803	0.17	R-3	8106
19	030-240014	809	Jones St S	23803	0.15	R-3	8106
20	030-250003	604	Shore St (4 A)	23803	0.15	R-2	8107
21	030-250003	604	Shore (5 A)	23803	0.15	R 2	8107
22	031-390005	408	Shore St	23803	0.15	R-2	8107
23	031-380003	328	Shore St	23803	0.14	R-2	8107
24	031-380004	322	Shore St	23803	0.13	R-2	8107
25	029-150006	424	West St S (4A)	23803	0.13	R-3	8106
26	029-150006	425	West St S (6A)	23803	0.13	R-3	8106
27	030-090035	715	West St S	23803	0.24	R-3	8106
28	030-090029	731	West St S	23803	0.12	R-3	8106
29	031-250012	716	Harding St	23803	0.11	R-3	8107
30	031-250012	716	Harding St	23803	0.11	R-3	8107
31	031-200046	627	Harding St	23803	0.18	R-3	8107
32	030-260005	517	St Matthew St	23803	0.23	R-2	8107
33	031-390009	415	St Matthew St	23803	0.15	R-2	8107
34	045-380033	708-10	Kirkham St	23803	0.22	R-2	8107
35	045-380032	712-14	Kirkham St	23803	0.16	R-2	8107
36	045-380031	716	Kirkham St	23803	0.2	R-2	8107
37	044-110020	249	North Carolina Av	23803	0.21	R-2	8107
38	030-220012	742	Mount Airy St	23803	0.2	R-3	8106

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42	031-260036	204	Kentucky Ave	23803	0.12	R-3	8107
43	031-260037	202	Kentucky Ave	23803	0.11	R-3	8107
44	030-040002	1004	Farmer St	23803	0.14	R-3	8104
45	023-400025	852	Rome St	23803	0.14	R-3	8104
46	031-250024	725	Sterling St	23803	0.12	R-3	8107
47	024-270022	919	Wythe St W	23803	0.12	R-3	8104
48	031-320023	151	Virginia Ave	23803	0.11	R-2	8107



# K.2

Proximity to Transportation



4701 Owens Way  
Suite 900  
Prince George, VA 23875

P 804.541.6600  
F 804.458.1511  
[www.timmons.com](http://www.timmons.com)

### Surveyor's Certification of Proximity to Transportation

DATE: **7-APRIL-2022**

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

RE: 2022 Tax Credit Reservation Request

Name of Development: **Dorsey Flats Homes**

Name of Owner: **PB Petersburg Owner II: VDHA# 2022TEB103**

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**

By: G. McGlothlin Firm Name  
GREGORY G. MCGLOTHLIN L.S.  
Its: LAND SURVEYOR  
Title



4701 Owens Way  
Suite 900  
Prince George, VA 23875

P 804.541.6600  
F 804.458.1511  
[www.timmons.com](http://www.timmons.com)

### Surveyor's Certification of Proximity to Transportation

DATE: **7-APRIL-2022**

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

RE: 2022 Tax Credit Reservation Request

Name of Development: **Dorsey Flats Apartments**

Name of Owner: **PB Petersburg Owner IV: VDHA# 2022TEB102**

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: G. McGlothlin  
GREGORY G. MCGLOTHLIN L.S.  
Its: LAND SURVEYOR  
Title

L

PHA/Section 8

Notification  
Letter

# **Tab L.**

## **PHA/Section 8 Notification Letter**





## PHA or Section 8 Notification Letter

Development Name: \_\_\_\_\_  
Tracking #: \_\_\_\_\_

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:**

**TO:**

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

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 \_\_\_\_\_ (date).

The following is a brief description of the proposed development:

Development Address:

\_\_\_\_\_  
\_\_\_\_\_

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____	# units	_____	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____	# units	_____	# Bldgs
<input type="checkbox"/> Rehabilitation:	_____	# units	_____	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$	_____	/ month
<input type="checkbox"/> 1 Bedroom Units:	\$	_____	/ month
<input type="checkbox"/> 2 Bedroom Units:	\$	_____	/ month
<input type="checkbox"/> 3 Bedroom Units:	\$	_____	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$	_____	/ month

Other Descriptive Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (\_\_\_\_)\_\_\_\_-\_\_\_\_.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and Acknowledged By: Nathaniel Pride

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**Dorsey Flats Homes (2022 TEB 103) Address List**

	Parcel ID	Premise	Street	Zip code
S 02	030-090003	612	Pegram St	23803
S 03	044-090016	151	St Mark St	23803
S 04	044-050011	521	St Mark St	23803
S 05	030-180009	709	Ann St	23803
<i>Sublot 5A</i>	<i>030-18001</i>	<i>715</i>	<i>Ann St</i>	<i>23803</i>
<i>Sublot 5B</i>	<i>030-18001</i>	<i>717</i>	<i>Ann St</i>	<i>23803</i>
<i>Sublot 5C</i>	<i>030-18000</i>	<i>712-14</i>	<i>Wesley</i>	<i>23803</i>
S 06	030-200011	735	Halifax St	23803
<i>Sublot 6A</i>		<i>739</i>	<i>Halifax St</i>	<i>23803</i>
S 07	030-250011	808	Halifax St	23803
S 08	030-240007	811	Halifax St	23803
S 09	022-350010	334	Harrison St	23803
S 10	030-200018	803	Jones St S	23803
<i>Sublot 10B</i>		<i>735</i>	<i>Shore Alley</i>	<i>23803</i>
<i>Sublot 10C</i>		<i>727</i>	<i>Shore Alley</i>	<i>23803</i>
S 11	045-060002	839-41	Jones St S	23803
S 12	030-240011	829	Jones St S	23803
S 13	030-230012	804	Jones St S	23803
S 14	030-240014	809	Jones St S	23803
S 15	030-250003	604	Shore St (4 A)	23803
<i>New Sublot</i>		604	Shore (5 A)	23803
S 16	031-390005	408	Shore St	23803
S 17	031-380003	328	Shore St	23803
S 18	031-380004	322	Shore St	23803
S 19	029-150006	424	West St S (4A)	23803
<i>New lot</i>		425	<i>West St S (6A)</i>	23803
S 20	030-090035	715	West St S	23803
S 21	030-090029	731	West St S	23803
S 23	031-250012	716	Harding St	23803
<i>new lot</i>		716	Harding St	23803
S 25	031-200046	627	Harding St	23803
S 26	030-260005	517	St Matthew St	23803
S 27	031-390009	415	St Matthew St	23803
S 28	045-380033	708-10	Kirkham St	23803
S 29	045-380032	712-14	Kirkham St	23803
S 30	045-380031	716	Kirkham St	23803
S 31	044-110020	249	North Carolina Av	23803
S 32	030-220012	742	Mount Airy St	23803
S 33	031-230009	742	Blick St	23803

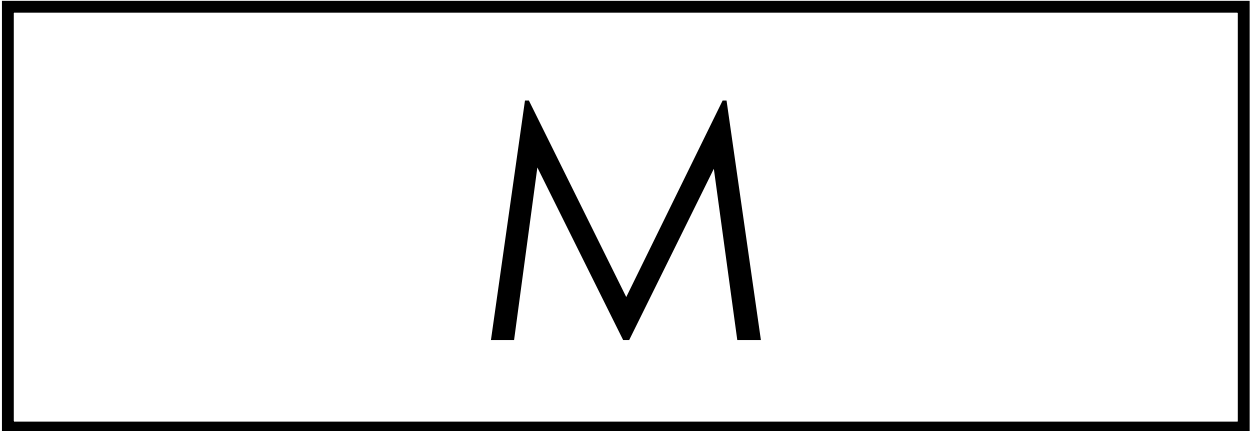
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**Dorsey Flats Homes (2022 TEB 103) Address List**

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S 34	031-200028	135	Kentucky Ave	23803
		<i>133</i>	<i>Kentucky Ave</i>	<i>23803</i>
S 36	031-260036	204	Kentucky Ave	23803
S 37	031-260037	202	Kentucky Ave	23803
S 39	030-040002	1004	Farmer St	23803
S 40	023-400025	852	Rome St	23803
S 41	031-250024	725	Sterling St	23803
S 42	024-270022	919	Wythe St W	23803
S 43	031-320023	151	Virginia Ave	23803





M

Locality CEO

Response  
Letter



# City of Petersburg

Office of the City Manager  
135 North Union Street  
Petersburg, Virginia 23803

(804) 733-2301  
Fax 732-9212  
TDD 733-8003

## Locality CEO Letter

March 28, 2022

JD Bondurant  
Virginia Housing Development  
Authority 601 South Belvidere Street  
Richmond, Virginia 23220

VHDA Tracking Number:	<u>2022 TEB 102</u>
Development Name:	<u>Dorsey Flats Apartments (Virginia Ave School)</u>
Name of Owner/Applicant:	<u>PB Petersburg Owner IV LLC</u>

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 the City of Petersburg. Accordingly, pursuant to an ordinance adopted by the City Council on July 20, 2021, the City of Petersburg supports the allocation of federal housing tax credits requested by Justice Housing and PB Petersburg Owner II for this development.

Yours truly,

A handwritten signature in black ink, which appears to read "Kenneth Miller", is written over a horizontal line. The signature is stylized and cursive.

Kenneth Miller

Interim City Manager



# City of Petersburg

Office of the City Manager  
135 North Union Street  
Petersburg, Virginia 23803

(804) 733-2301  
Fax 732-9212  
TDD 733-8003

## Locality CEO Letter

March 28, 2022

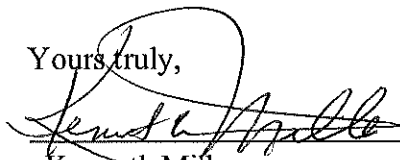
JD Bondurant  
Virginia Housing Development  
Authority601 South Belvidere Street  
Richmond, Virginia 23220

VHDA Tracking Number:	<u>2022 TEB 103</u>
Development Name:	<u>Dorsey Flats Homes (Scattered Lots)</u>
Name of Owner/Applicant:	<u>PB Petersburg Owner II LLC</u>

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 the City of Petersburg. Accordingly, pursuant to an ordinance adopted by the City Council on July 20, 2021, the City of Petersburg supports the allocation of federal housing tax credits requested by Justice Housing and PB Petersburg Owner II for this development.

Yours truly,

  
Kenneth Miller

Interim City Manager

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Homeownership Plan

## Homeownership Plan Dorsey Flats September, 2021

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### OVERVIEW:

The Dorsey Flats development, located in Petersburg's Ward 5 neighborhoods, will serve two distinct populations. Veterans and seniors for the revitalized 50 unit Virginia Ave. Elementary School, and moderate income families for the ~47 single family homes that will be set on nearby vacant lots for a total of 96 units. This homeownership plan only applies to the ~47 single family home units.

Paragraph 8 of the Development Agreement, specifies the developer's commitment:

"Right of First Refusal. The City hereby acknowledges and agrees that the owner of the Project shall enter into a right of first refusal under Section 42(i)(7) of the Code, as amended (the "Code") that gives JHI or another qualified non-profit (the "Non-Profit") the right to purchase the Project at the end of the tax credit compliance period as defined in the Code. Upon the exercise and acquisition of the Project by the Non-Profit, the Non-Profit shall be required to offer the single family homes for-sale to the tenants of such homes for a fixed price. To the extent a tenant does not wish to purchase its single family home, the Non-Profit or an affiliate shall continue to rent such single family home as affordable rental housing for the duration of the extended use period."

As part of the lease agreement, the owner, PB Petersburg Owner II (PBP) will specify the home purchase price at year 15 – regardless of when the lease is executed. While tenants may change over the course of the 15 years, the expected home price will not. The home price will be fixed and be based on the then current outstanding debt, and will incorporate the amount of debt paid down to that time.

The existing affordability covenants on the lots in year 15 will not be able to be removed/replaced without VHDA's permission. Justice Housing Inc., the nonprofit with the ROFR, will work with the homebuyers to submit new restrictive covenants on the units as affordable homeownership units acceptable to VHDA in parallel with arranging for the sale of the home to the resident family.

The anticipated home price will be ~\$190,000 for a 4 BR home, and ~\$150,000 for a three bedroom home, or approximately 33% below development costs.

### POPULATION SERVED:

The City of Petersburg has a median income of \$38,000 compared to the MSA median income of over \$89,000 and 60% AMI MSA income of 54,000 for a family of four. PBP will market the homes to working families at the 60% AMI of MSA median income – which would include public servants, military contractors, active duty military, and other moderate income professionals. PBP will also work with the Petersburg Revitalization and Housing Authority to attract residents with housing choice vouchers.

We anticipate that at year 15, residents with an income of ~\$35,000 per year will be able to afford one of these homes.



## ABOUT THE HOMES:

To ensure affordability and quality, we will use high-end off-site built homes that are indistinguishable from site-built homes, and feature aesthetic and build quality elements that exceed many newly built homes on the market today. The homes adhere to federal building regulations and will also meet Fannie Mae's criteria for their MH Advantage loan product, which offers low down payment 30-year fixed rate mortgages at the same terms as site built homes<sup>1</sup>. Features include:

### *Design Elements:*

- ✓ Steep 5/12 roof pitch
- ✓ Front porch and gable-covered side entry
- ✓ Solid wood kitchen and bathroom cabinets

### *Build Quality:*

- ✓ 25-year guaranteed roofing shingles
- ✓ 10-year guaranteed windows
- ✓ Permanent foundations set on masonry wall

Additionally, all homes will also meet VHDA's construction standards<sup>2</sup>. Adhering to both sets of build quality requirements ensures long term durability on par or exceeding new site built homes.

## TIMELINE:

Years 1-10:	Housing counselor will be made available to tenants who may be interested in understanding renter rights and responsibilities.  Property Manager will monitor residents performance. Homeownership counseling resources will be made available to those families who may want to purchase elsewhere during the 15 year compliance period.
Years 11-15:	For tenants interested in homeownership, housing counseling will be offered – and will include budgeting, home maintenance, and unique attributes of manufactured homes.
Year 15:	If residents have maintained home and made timely lease payments in accordance with lease terms, as well as completed a home ownership course, PBP II will enter into an option agreement with the resident. At that time the resident will get a better understanding of closing costs, fees, taxes, that may have impacted the final home price.

## RENT Vs. BUY:

By year 15, renters will pay on average \$1,406 per month. Under the assumptions outlined in attachment A below, on average, the monthly mortgage payment, including taxes and insurance would be \$1,266 – a 19% savings relative to renting. The table below provides a break down of costs.

<sup>1</sup> <https://www.fanniemae.com/singlefamily/manufactured-homes>

<sup>2</sup> <https://www.vhda.com/BusinessPartners/MFDevelopers/MF-LoanApplication-Guides/MF%20Loan%20Applications%20and%20Guides/2019%20MIn%20Design%20and%20CR.pdf>

# of Units	47
Average Rent in Year 15	\$ 1,563
Typical Purchase Price	\$ 170,221
Closing Costs	\$ 3,404
Down Payment	\$ (5,107)
Mortgage	\$ 168,519
Amortization	30
Rate	4%
Payment	\$ 812
Monthly Taxes	\$ 227
Monthly Insurance	\$ 227
Monthly Costs	\$ 1,266
Advantage to Buying v. Renting	81%

### COUNSELING:

PBP will make a HUD certified housing counselor available to residents who are interested in home purchase at year 15 at year 10. PBP has an existing relationship with the [Next Step network](#), a housing intermediary based in Louisville, KY. Next Step will ensure that the housing counseling services cover the basics of homeownership, and the opportunity to open a down-payment savings account. PBP and Next Step will ensure that the curriculum administered by the counseling agency meets all the curricula as mandated by HUD through its regulations<sup>3</sup>. Topics include:

- (1) Renter rights;
- (2) The homebuying process – including the [Fannie Mae MH Advantage](#), [Freddie Mac choice](#) home loan products,
- (3) How to maintain a home; including the attributes of manufactured home ownership as noted below.
- (4) Budgeting;
- (5) Fair housing;
- (6) Identifying and reporting predatory lending practices;
- (7) Rights for persons with disabilities; and
- (8) The importance of good credit.

In addition, the counseling course will cover the unique attributes of owning fee simple manufactured homes. This includes the following:

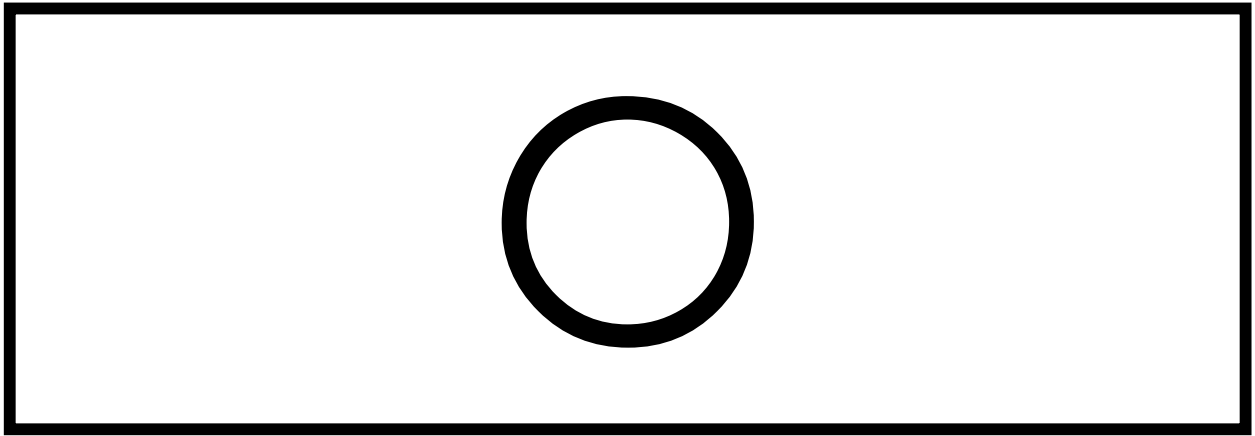
- Understanding the key differences between homes built to the IRC and to the HUD code, including:
  - Documentation associated with the home, data plate, HUD tag etc.
  - Fannie Mae MH Advantage / Freddie Mac Choice home certification stickers.
- Aspects of the Federal building code that may impact renovations, additions etc.
- How manufactured fee simple homes are recorded.

<sup>3</sup> [Electronic Code of Federal Regulations \(eCFR\)](#)

**BUILDING EQUITY:**

As noted above, the price of the home will be set at year one and be inclusive of the debt on the project paid down to that date. Depending on the surrounding market and appraisal trends, this price may yield a substantial amount of equity for the resident at the time of purchase.

As noted above, the counseling entity will work with the resident to identify an approved lender that can underwrite MH Advantage homes.



Plan of  
Development  
Certification Letter



# City of Petersburg

Department of Planning and Community Development  
135 N Union St, Room 304  
Petersburg, VA 23803  
(804) 733-2308

April 5, 2022

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Dorsey Flats Houses</u>
Name of Owner/Applicant:	<u>PB Petersburg Owner II</u>
Name of Seller/Current Owner:	<u>PB Petersburg Owner II</u>

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval 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 points available under VHDA's Qualified Allocation Plan.

## DEVELOPMENT DESCRIPTION:

Development Address:  
See Attached List  
Petersburg, VA 23803

Legal Description:  
See Attached

Plan of Development Number: VHDA: 2022TEB103

## Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>47</u>	# Units	<u>47</u>	# Buildings	<u>55,076</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Total Floor Area Sq. Ft.



Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

☒ The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.

The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: 12/31/2027

Reginald Tabor  
Signature

Reginald Tabor  
Printed Name

Director, Department of Planning and Community Development  
Title

(804) 733-2308  
Phone:

April 7, 2022  
Date:

Dorsey Flats Homes Qualified Census Tracts

	Parcel ID	Premise	Street	Zip code	Acreage	Zoning	Census Tract
1	030-090003	612	Pegram St	23803	0.43	R-3	8106
2	044-090016	151	St Mark St	23803	0.39	R-2	8107
3	044-050011	521	St Mark St	23803	0.12	R-2	8107
4	030-180009	709	Ann St	23803	0.08	R-3	8106
5	030-180010	715	Ann St	23803	0.08	R-3	8106
6	030-180011	717	Ann St	23803	0.08	R-3	8106
7	030-180003	712-14	Wesley	2380	0.79	R-3	8106
8	030-200011	735	Halifax St	23803	0.31	R-3	8106
9	030-200012	739	Halifax St	23803	0.15	R-3	8106
10	030-250011	808	Halifax St	23803	0.2	R-2	8107
11	030-240007	811	Halifax St	23803	0.2	R-3	8106
12	022-350010	334	Harrison St	23803	0.29	R-5	8107
13	030-200018	803	Jones St S	23803	0.07	R-3	8106
14	030-200018	735	Short Alley	23803	0.09	R 3	8106
15	030-200018	727	Short Alley	23803	0.12	R 3	8106
16	045-060002	839-41	Jones St S	23803	0.2	R-3	8106
17	030-240011	829	Jones St S	23803	0.19	R-3	8106
18	030-230012	804	Jones St S	23803	0.17	R-3	8106
19	030-240014	809	Jones St S	23803	0.15	R-3	8106
20	030-250003	604	Shore St (4 A)	23803	0.15	R-2	8107
21	030-250003	604	Shore (5 A)	23803	0.15	R 2	8107
22	031-390005	408	Shore St	23803	0.15	R-2	8107
23	031-380003	328	Shore St	23803	0.14	R-2	8107
24	031-380004	322	Shore St	23803	0.13	R-2	8107
25	029-150006	424	West St S (4A)	23803	0.13	R-3	8106
26	029-150006	425	West St S (6A)	23803	0.13	R-3	8106
27	030-090035	715	West St S	23803	0.24	R-3	8106
28	030-090029	731	West St S	23803	0.12	R-3	8106
29	031-250012	716	Harding St	23803	0.11	R-3	8107
30	031-250012	716	Harding St	23803	0.11	R-3	8107
31	031-200046	627	Harding St	23803	0.18	R-3	8107
32	030-260005	517	St Matthew St	23803	0.23	R-2	8107
33	031-390009	415	St Matthew St	23803	0.15	R-2	8107
34	045-380033	708-10	Kirkham St	23803	0.22	R-2	8107
35	045-380032	712-14	Kirkham St	23803	0.16	R-2	8107
36	045-380031	716	Kirkham St	23803	0.2	R-2	8107
37	044-110020	249	North Carolina Av	23803	0.21	R-2	8107
38	030-220012	742	Mount Airy St	23803	0.2	R-3	8106

39	031-230009	742	Blick St	23803	0.18	R-3	8107
40	031-200028	135	Kentucky Ave	23803	0.08	R-3	8107
41	031-200027	133	Kentucky Ave	23803	0.08	R 3	8107
42	031-260036	204	Kentucky Ave	23803	0.12	R-3	8107
43	031-260037	202	Kentucky Ave	23803	0.11	R-3	8107
44	030-040002	1004	Farmer St	23803	0.14	R-3	8104
45	023-400025	852	Rome St	23803	0.14	R-3	8104
46	031-250024	725	Sterling St	23803	0.12	R-3	8107
47	024-270022	919	Wythe St W	23803	0.12	R-3	8104
48	031-320023	151	Virginia Ave	23803	0.11	R-2	8107



## **TIMMONS GROUP**

YOUR VISION ACHIEVED THROUGH OURS.

### **612 PEGRAM STREET**

Commencing at a point located on the southern right of way line of Lee Avenue and the western right of way line of Pegram Street thence along the right of way line of Pegram Street in a southern direction 100.00' to point, said point being the True Point and Place of Beginning, thence South 24°49'03" East a distance of 91.87' to a point, thence leaving said right of way line South 64°36'12" West a distance of 209.95' to a point, thence North 24°49'06" West a distance of 91.87' to a point, thence North 64°36'12" East a distance of 209.95' to a point, said point being the True Point and Place of Beginning and containing 0.443 Acres / 19,297.08 S.F. more or less.

### **151 ST. MARK STREET**

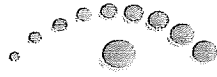
Commencing at a point located on the northern right of way line of St. Marks Street and the eastern right of way line of Diamond Street, said point being the True Point and Place of Beginning, thence along said right of way of Diamond Street North 02°51'33" West a distance of 75.00' to a point, thence leaving said right of way line North 78°23'27" East a distance of 114.00' to a point, thence South 02°51'33" East a distance of 75.00' to a point, said point lying on the northern right of way line of St. Mark Street, thence along said right of way line South 78°23'27" West a distance of 114.00' to a point, said point being the True Point and Place of Beginning and containing 0.194 Acres / 8,450.64 S.F. more or less.

### **521 ST. MARK STREET**

Commencing at a point located on the eastern right of way line of St. James Street and the northern right of way line of St. Mark Street, thence along the right of way line of St. Mark Street in a eastern direction 148.65' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 08°42'26" West a distance of 148.71' to a point, thence North 78°05'09" East a distance of 36.80' to a point, thence South 08°25'57" East a distance of 149.00' to a point, said point lying on the northern right of way line of St. Mark Street, thence along said right of way line South 78°29'04" West a distance of 36.07' to a point, said point being the True Point and Place of Beginning and containing 0.124 Acres / 5,401.44 S.F. more or less.

### **717 ANN STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the northern right of way line of Ann Street, thence along said right of way line of Ann Street in a eastern direction 104.60' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°56'53" East a distance of 85.83' to a point, thence South 84°24'21" East a distance of 40.00' to a point, thence South 02°56'49" West a distance of 85.79' to a point, said point lying on the northern right of way line of Ann Street, thence along said right of way line North 84°27'26" West a distance of 40.00' to a point, said point being the True Point and Place of Beginning and containing 0.079 Acres / 3,441.24 S.F. more or less.



## TIMMONS GROUP

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### **715 ANNE STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the northern right of way line of Ann Street, thence along said right of way line of Ann Street in a eastern direction 144.60' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°56'49" East a distance of 85.79' to a point, thence South 84°24'21" East a distance of 40.00' to a point, thence South 02°56'45" West a distance of 85.75' to a point, said point lying on the northern right of way line of Ann Street, thence along said right of way line North 84°27'26" West a distance of 40.00' to a point, said point being the True Point and Place of Beginning and containing 0.079 Acres / 3,441.24 S.F. more or less.

### **709-711 ANN STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the northern right of way line of Ann Street, thence along said right of way line of Ann Street in a eastern direction 184.60' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°56'45" East a distance of 85.75' to a point, thence South 84°24'21" East a distance of 42.50' to a point, thence South 02°56'40" West a distance of 85.72' to a point, said point lying on the northern right of way line of Ann Street, thence along said right of way line North 84°27'26" West a distance of 42.50' to a point, said point being the True Point and Place of Beginning and containing 0.084 Acres / 3,659.04 S.F. more or less.

### **712-714 WESLEY STREET**

Commencing at a point located on the eastern right of way line of South Jones Street and the southern right of way line of Wesley Street, thence along said right of way line of Wesley Street in a eastern direction 250.13' to point, said point being the True Point and Place of Beginning, thence South 84°21'16" East a distance of 40.00' to a point, thence leaving said right of way line South 02°56'41" West a distance of 85.72' to a point, thence North 84°24'21" West a distance of 40.00' to a point, thence North 02°56'45" East a distance of 85.75' to a point, said point lying on the southern right of way line of Wesley Street and being the True Point and Place of Beginning and containing 0.079 Acres / 3,441.24 S.F. more or less.

### **735 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Independence Avenue and the western right of way line of Halifax Street, said point being the True Point and Place of Beginning, thence along the right of way line of Halifax Street South 18°59'52" West a distance of 45.00' to a point, thence leaving said right of way line North 86°18'30" West a distance of 150.00' to a point, thence North 18°59'52" East a distance of 45.00' to a point, said point lying on the southern right of way line of Independence Street, thence along said right of way line South 86°18'30" East a distance of 150.00' to a point, said point being the True Point and Place of Beginning and containing 0.149 Acres / 6,490.44 S.F. more or less.





## TIMMONS GROUP

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### **739 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Independence Avenue and the western right of way line of Halifax Street, thence along said right of way line of Halifax Street South 18°59'52" West a distance of 45.00' to a point, said point being the True Point and Place of Beginning, thence South 18°59'52" West a distance of 45.00' to a point, thence leaving said right of way line North 86°18'30" West a distance of 150.00' to a point, thence North 18°59'52" East a distance of 45.00' to a point, thence South 86°18'30" East a distance of 150.00' to a point, said lying on the western right of way line of Halifax Street and being the True Point and Place of Beginning and containing 0.149 Acres / 6,490.44 S.F. more or less.

### **808 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Shore Street and the eastern right of way line of Halifax Street thence along the right of way line of Halifax Street in a southern direction 46.50' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 73°32'42" East a distance of 35.22' to a point, thence North 80°28'36" East a distance of 90.50' to a point, thence North 80°06'32" East a distance of 9.68' to a point, thence South 02°35'18" East a distance of 40.06' to a point, thence South 77°34'15" West a distance of 8.47' to a point, thence South 77°56'00" West a distance of 153.37' to a point, said point lying on the eastern right of way line of Halifax Street, thence along said right of way line North 19°33'06" East a distance of 71.36' to a point, said point being the True Point and Place of Beginning and containing 0.156 Acres / 364795.36 S.F. more or less.

### **811 HALIFAX STREET**

Commencing at a point located on the southern right of way line of Short Alley and the western right of way line of Halifax Street, thence along said right of way line of Halifax Street in a southern direction 135.88' to a point, said point being the True Point and Place of Beginning, thence along the right of way line of Halifax Street South 20°14'29" West a distance of 40.95' to a point, thence leaving said right of way line North 74°33'11" West a distance of 78.10' to a point, thence South 83°23'49" West a distance of 91.27', thence North 03°25'29" West a distance of 41.48' to a point, thence North 89°37'18" East a distance of 95.73' to a point, thence South 80°53'42" East a distance of 87.96' to a point, said point lying on the western right of way line of Halifax Street and being the True Point and Place of Beginning and containing 0.146 Acres / 6,359.76 S.F. more or less.

### **334 HARRISON STREET**

Commencing at a point located on the southern right of way line of Maple Lane and the western right of way line of Harrison Street, thence along said right of way line of Harrison Street in a southern direction a distance of 99.93' to a point, said point being the True Point and Place of Beginning, thence along the right of way line of Harrison Street South 16°20'37" East a distance of 47.02' to a point, thence leaving said right of



## TIMMONS GROUP

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way line South 73°57'24" West a distance of 255.15' to a point, thence North 16°20'37" West a distance of 47.02' to a point, thence North 73°57'24" East a distance of 255.15' to a point, said point lying on the western right of way line of Harrison Street and being the True Point and Place of Beginning and containing 0.275 Acres / 11,979.00 S.F. more or less.

### **803 JONES STREET**

Commencing at a point located on the northern right of way line of Short Alley and the western right of way line of Jones Street, said point being the True Point and Place of Beginning, thence along the right of way line of Jones Street North 16°05'40" West a distance of 42.50' to a point, thence leaving said right of way line South 83°29'10" East a distance of 90.94' to a point, thence South 13°08'04" West a distance of 38.60' to a point, said point lying on the northern right of way line of Short Alley, thence along said right of way line North 84°12'45" West a distance of 70.16' to a point, said point being the True Point and Place of Beginning and containing 0.072 Acres / 3,136.32 S.F. more or less.

### **735 SHORT ALLEY**

Commencing at a point located on the eastern right of way line of Jones Street and the northern right of way line of Short Alley, thence along said right of way line of Short Alley on a eastern direction a distance of 70.16' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 13°08'04" East a distance of 84.77' to a point, thence South 82°42'07" East a distance of 41.20' to a point, thence South 05°48'07" West a distance of 82.99' to a point, said point lying on the northern right of way line of Short Alley, thence along said right of way line North 84°12'45" West a distance of 52.00' to a point, said point being the True Point and Place of Beginning and containing 0.089 Acres / 3,876.84 S.F. more or less.

### **727 SHORT ALLEY**

Commencing at a point located on the eastern right of way line of Jones Street and the northern right of way line of Short Alley, thence along said right of way line of Short Alley on a eastern direction a distance of 122.16' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 05°48'07" East a distance of 82.99' to a point, thence South 82°42'07" East a distance of 61.00' to a point, thence South 05°47'15" West a distance of 81.38' to a point, said point lying on the northern right of way line of Short Alley, thence along said right of way line North 84°12'45" West a distance of 61.00' to a point, said point being the True Point and Place of Beginning and containing 0.115 Acres / 5,009.40 S.F. more or less.

### **839 JONES STREET**

Commencing at a point located on the southern right of way line of Short Alley and the eastern right of way line of Jones Street thence along the right of way line of Jones Street in a southern direction 306.50' to point, said point being the True Point and Place



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of Beginning, thence leaving said right of way line North 88°19'55" East a distance of 112.48' to a point, thence South 07°07'21" West a distance of 40.84' to a point, thence South 78°37'04" West a distance of 92.05' to a point, said point lying on the eastern right of way line of Jones Street, thence along said right of way line North 17°10'19" West a distance of 58.00' to a point, said point being the True Point and Place of Beginning and containing 0.113 Acres / 4,922.28 S.F. more or less.

### **829 JONES STREET**

Commencing at a point located on the southern right of way line of Shot Alley and the western right of way line of Jones Street, thence along said right of way line of Jones Street in a southern direction a distance of 199.00' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 84°19'02" East a distance of 147.10' to a point, thence South 03°25'29" East a distance of 57.00' to a point, thence South 84°59'34" West a distance of 133.70' to a point, said point lying on the western right of way line of Jones Street, thence along said right of way line North 17°04'39" West a distance of 56.49' to a point, said point being the True Point and Place of Beginning and containing 0.181 Acres / 7,884.36 S.F. more or less.

### **804 JONES STREET**

Commencing at a point located on the southern right of way line of Gladstone Street and the western right of way line of Jones Street, said point being the True Point and Place of Beginning, thence along said right of way line of Jones Street South 17°17'32" East a distance of 50.00' to a point, thence leaving said right of way line South 72°26'25" West a distance of 145.00' to a point, thence North 17°17'32" West a distance of 50.00' to a point, said point lying on the southern right of way line of Gladstone Street, thence along said right of way line North 72°26'25" East a distance of 145.00' to a point, said point being the True Point and Place of Beginning and containing 0.166 Acres / 7,230.96 S.F. more or less.

### **809 JONES STREET**

Commencing at a point located on the eastern right of way line of Jones Street and the southern right of way line of Short Alley, said point being the True Point and Place of Beginning, thence along the right of way line of Short Alley South 85°20'11" East a distance of 202.62' to a point, thence leaving said right of way line South 03°04'34" West a distance of 47.10' to a point, thence South 84°49'51" West a distance of 175.76' to a point, said point lying on the eastern right of way line of Jones Street, thence along said right of way line North 17°04'39" West a distance of 83.00' to a point, said point being the True Point and Place of Beginning and containing 0.273 Acres / 11,891.88 S.F. more or less.



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### **604 SHORE STREET**

#### **New Lot 4**

Commencing at a point located on the southern right of way line of Shore Street and the western right of way line of St. James Street, said point being the True Point and Place of Beginning, thence along said right of way line of St. James Street South 02°44'57" East a distance of 70.73' to a point, thence leaving said right of way line South 83°01'06" West a distance of 89.91' to a point, thence North 02°50'04" West a distance of 70.94' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 83°09'10" East a distance of 90.00' to a point, said point being the True Point and Place of Beginning and containing 0.146 Acres / 6,359.76 S.F. more or less.

#### **New Lot 5**

Commencing at a point located on the southern right of way line of Shore Street and the western right of way line of St. James Street, thence along said right of way line of St. James Street South 02°44'57" East a distance of 70.73' to a point, said point being the True Point and Place of Beginning, thence South 02°44'57" East a distance of 70.73' to a point, thence leaving said right of way line South 82°53'02" West a distance of 89.82' to a point, thence North 02°50'04" West a distance of 70.94' to a point, thence North 83°01'06" East a distance of 89.91' to a point, said point being the True Point and Place of Beginning and containing 0.146 Acres / 6,359.76 S.F. more or less.

### **408 SHORE STREET**

Commencing at a point located on the southern right of way line of Shore Street and the western right of way line of Chestnut Street, said point being the True Point and Place of Beginning, thence along said right of way line of Chestnut Street South 03°27'24" East a distance of 106.00' to a point, thence leaving said right of way line South 87°16'14" West a distance of 54.35' to a point, thence North 04°54'21" West a distance of 104.95' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 86°09'03" East a distance of 57.00' to a point, said point being the True Point and Place of Beginning and containing 0.135 Acres / 5,880.60 S.F. more or less.

### **328 SHORE STREET**

Commencing at a point located on the western right of way line of Harding Street and the southern right of way line of Shore Street, thence along the right of way line of Shore Street in a western direction a distance of 249.04' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 15°28'42" East a distance of 115.04' to a point, thence South 74°29'18" West a distance of 57.00' to a point, thence North 15°28'42" West a distance of 115.07' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 74°30'49" East a distance of 57.00' to a point, said point being the True Point and Place of Beginning and containing 0.151 Acres / 6,577.56 S.F. more or less.



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### **322 SHORE STREET**

Commencing at a point located on the western right of way line of Harding Street and the southern right of way line of Shore Street, thence along the right of way line of Shore Street in a western direction a distance of 198.04' to point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 15°28'42" East a distance of 115.02' to a point, thence South 74°29'18" West a distance of 51.00' to a point, thence North 15°28'42" West a distance of 115.04' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 74°30'49" East a distance of 51.00' to a point, said point being the True Point and Place of Beginning and containing 0.135 Acres / 5,880.60 S.F. more or less.

### **425 WEST STREET**

New Lot 6

Commencing at a point located on the northern right of way line of Stainback Street and the eastern right of way line of West Street, said point being the True Point and Place of Beginning, thence along said right of way line of West Street North 24°36'24" West a distance of 52.34' to a point, thence leaving said right of way line North 64°29'18" East a distance of 110.00' to a point, thence South 24°36'24" East a distance of 52.34' to a point, said point lying on the northern right of way line of Stainback Street, thence along said right of way line South 64°29'18" West a distance of 110.00' to a point, said point being the True Point and Place of Beginning and containing 0.132 Acres / 5,749.92 S.F. more or less.

New Lot 4

Commencing at a point located on the northern right of way line of Stainback Street and the eastern right of way line of West Street, thence along said right of way line of West Street North 24°36'24" West a distance of 52.34' to a point, said point being the True Point and Place of Beginning, thence North 24°36'24" West a distance of 52.34' to a point, thence leaving said right of way line South 64°29'18" West a distance of 110.00' to a point, thence South 24°36'24" East a distance of 52.34' to a point, thence North 64°29'18" East a distance of 110.00' to a point, said point being the True Point and Place of Beginning and containing 0.132 Acres / 5,749.92 S.F. more or less.

### **715 WEST STREET**

Commencing at a point located on the southern right of way line of Lee Avenue and the eastern right of way line of West Street, thence along said right of way line of West Street in a southern direction a distance of 954.97' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 65°29'44" East a distance of 209.99' to a point, thence South 24°32'27" East a distance of 50.00' to a point, thence South 65°29'44" West a distance of 210.00' to a point, said point lying on the eastern right of way line of West Street, thence along said right of way line North 24°32'04" West a distance of 50.00' to a point, said point being the True Point and Place of Beginning and containing 0.241 Acres / 10,497.96 S.F. more or less.





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### **716 HARDING STREET**

#### **Lot 1**

Commencing at a point located on the southern right of way line of Mistletoe Street and the eastern right of way line of Harding Street, thence in a southern direction a distance of 123.50' to a point, thence along said right of way line South 15°59'18" East a distance of 40.05' to a point, said point being the True Point and Place of Beginning, thence South 15°59'18" East a distance of 40.05' to a point, thence leaving said right of way line South 74°52'56" West a distance of 120.15' to a point, thence North 15°53'07" West a distance of 40.05' to a point, thence North 74°53'07" East a distance of 120.08' to a point, said point being the True Point and Place of Beginning and containing 0.110 Acres / 4,791.60 S.F. more or less.

#### **Lot 2**

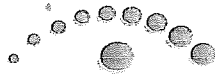
Commencing at a point located on the southern right of way line of Mistletoe Street and the eastern right of way line of Harding Street, said point being the True Point and Place of Beginning, thence along said right of way line of Harding Street South 15°59'18" East a distance of 40.05' to a point, thence leaving said right of way line South 74°53'07" West a distance of 120.08' to a point, thence North 15°53'07" West a distance of 40.05' to a point, thence North 74°53'17" East a distance of 120.01' to a point, said point being the True Point and Place of Beginning and containing 0.110 Acres / 4,791.60 S.F. more or less.

### **627 HARDING STREET**

Commencing at a point located on the northern right of way line of Kentucky Avenue and the eastern right of way line of Harding Street, thence along said right of way line of Harding Street in a northern direction a distance of 185.02' to a point, said point being the True Point and Place of Beginning, thence North 16°43'44" West a distance of 55.00' to a point, thence leaving said right of way line North 74°16'51" East a distance of 145.00' to a point, thence South 16°43'44" East a distance of 55.00' to a point, thence South 74°16'51" West a distance of 145.00' to a point, said point being the True Point and Place of Beginning and containing 0.183 Acres / 7,971.48 S.F. more or less.

### **517 ST MATTHEW STREET**

Commencing at a point located on the eastern right of way line of St James Street and the northern right of way line of St Matthew Street, thence along said right of way line of St Matthew Street in a eastern direction a distance of 116.17' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 03°00'46" West a distance of 260.34' to a point, said point lying on the southern right of way line of Shore Street, thence along said right of way line North 83°16'44" East a distance of 15.00' to a point, thence leaving said right of way line South 02°03'58" East a distance of 104.08' to a point, thence South 80°11'51" East a distance of 41.48' to a point, thence South 04°32'07" East a distance of 139.32' to a point, said point lying on the northern right of way line of St Matthew Street, thence along said right of way line



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South 78°17'47" West a distance of 58.06' to a point, said point being the True Point and Place of Beginning and containing 0.224 Acres / 9,757.44 S.F. more or less.

### **415 ST MATTHEW STREET**

Commencing at a point located on the northern right of way line of Bolling Street and the eastern right of way line of St Matthew Street, thence along said right of way line of St Matthew Street in a eastern direction a distance of 171.17' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 10°18'53" West a distance of 111.01' to a point, thence North 78°37'10" East a distance of 57.00' to a point, thence South 10°09'13" East a distance of 111.00' to a point, thence South 78°36'03" West a distance of 56.69' to a point, said point being the True Point and Place of Beginning and containing 0.145 Acres / 6,316.20 S.F. more or less.

### **708-710 KIRKHAM STREET**

Commencing at a point located on the western right of way line of St James Street and the southern right of way line of Kirkham Street, thence along said right of way line of Kirkham Street in a western direction a distance of 348'± to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 02°10'24" East a distance of 126.53' to a point, thence South 80°38'09" West a distance of 59.54' to a point, thence North 03°27'06" West a distance of 126.00' to a point, said point lying on the southern right of way line of Kirkham Street, thence along said right of way line North 80°26'47" East a distance of 62.40' to a point, said point being the True Point and Place of Beginning and containing 0.176 Acres / 7,666.56 S.F. more or less.

### **712-714 KIRKHAM STREET**

Commencing at a point located on the western right of way line of St James Street and the southern right of way line of Kirkham Street, thence along said right of way line of Kirkham Street in a western direction a distance of 410'± to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 03°27'06" East a distance of 126.00' to a point, thence South 80°38'09" West a distance of 43.98' to a point, thence North 03°27'06" West a distance of 125.85' to a point, said point lying on the southern right of way line of Kirkham Street, thence along said right of way line North 80°26'47" East a distance of 44.00' to a point, said point being the True Point and Place of Beginning and containing 0.126 Acres / 5,488.56 S.F. more or less.

### **716 KIRKHAM STREET**

Commencing at a point located on the western right of way line of St James Street and the southern right of way line of Kirkham Street, thence along said right of way line of Kirkham Street in a western direction a distance of 454'± to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 03°27'06" East a distance of 125.85' to a point, thence South 80°38'09" West a distance of 53.98' to a point, thence North 03°27'06" West a distance of 125.67' to a point, said point lying on the southern right of way line of Kirkham Street, thence along said right of way line



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North 80°26'47" East a distance of 54.00' to a point, said point being the True Point and Place of Beginning and containing 0.155 Acres / 6,751.80 S.F. more or less.

### **249 NORTH CAROLINA AVENUE**

Commencing at a point located on the eastern right of way line of High Pearl Street and the northern right of way line of North Carolina Avenue, thence along said right of way line of North Carolina Avenue in a eastern direction a distance of 118.45' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North 02°27'03" West a distance of 172.82' to a point, thence North 88°30'42" East a distance of 25.91' to a point, thence South 03°00'48" East a distance of 17.99' to a point, thence North 80°12'28" East a distance of 19.81' to a point, thence South 06°31'52" East a distance of 148.25' to a point, said point lying on the northern right of way line of North Carolina Avenue, thence along said right of way line South 78°25'00" West a distance of 57.00' to a point, said point being the True Point and Place of Beginning and containing 0.188 Acres / 8,189.28 S.F. more or less.

### **742 MOUNT AIRY STREET**

Commencing at a point located on the northern right of way line of Gladstone Street and the western right of way line of Mount Airy Street, thence along said right of way line of Mount Airy Street North 17°14'54" West a distance of 16.68' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 72°45'06" West a distance of 89.23' to a point, said point lying on the northern right of way line of Tarrapin Alley, thence along said right of way North 83°23'43" West a distance of 22.50' to a point, thence North 17°15'15" West a distance of 70.90' to a point, thence leaving said right of way line North 72°45'06" East a distance of 109.82' to a point, said point lying on the eastern right of way line of Mount Airy Street, thence along said right of way line South 17°14'54" East a distance of 80.00' to a point, said point being the True Point and Place of Beginning and containing 0.200 Acres / 8,712.00 S.F. more or less.

### **742 BLICK STREET**

Commencing at a point located on the western right of way line of Blick Street and the northern right of way line of Shore Street, said point being the True Point and Place of Beginning, thence along said right of way line of Shore Street South 84°17'48" West a distance of 108.33' to a point, thence leaving said right of way line North 03°12'54" West a distance of 70.72' to a point, thence North 80°51'39" East a distance of 100.71' to a point, said point lying on the western right of way line of Blick Street, thence along said right of way line South 09°14'05" East a distance of 76.83' to a point, said point being the True Point and Place of Beginning and containing 0.177 Acres / 7,710.12 S.F. more or less.



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### **135 KENTUCKY AVENUE**

Commencing at a point located on the western right of way line of Harrison Street and the northern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a western direction a distance of 269'± to a point, said point being the True Point and Place of Beginning, thence South 74°03'28" West a distance of 45.00' to a point, thence leaving said right of way line North 18°09'22" West a distance of 80.00' to a point, thence North 74°03'28" East a distance of 45.00' to a point, thence South 18°09'22" East a distance of 80.00' to a point, said point being the True Point and Place of Beginning and containing 0.083 Acres / 3,615.48 S.F. more or less.

### **133 KENTUCKY AVENUE**

Commencing at a point located on the western right of way line of Harrison Street and the northern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a western direction a distance of 224'± to a point, said point being the True Point and Place of Beginning, thence South 74°03'28" West a distance of 45.00' to a point, thence leaving said right of way line North 18°09'22" West a distance of 80.00' to a point, thence North 74°03'28" East a distance of 45.00' to a point, thence South 18°09'22" East a distance of 80.00' to a point, said point being the True Point and Place of Beginning and containing 0.083 Acres / 3,615.48 S.F. more or less.

### **204 KENTUCKY AVENUE**

Commencing at a point located on the eastern right of way line of Harding Street and the southern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a eastern direction a distance of 464.89' to a point, said point being the True Point and Place of Beginning, thence North 73°48'29" East a distance of 46.00' to a point, thence leaving said right of way line South 16°44'07" East a distance of 113.00' to a point, thence South 73°48'30" West a distance of 46.00' to a point, thence North 16°44'07" West a distance of 113.00' to a point, said point being the True Point and Place of Beginning and containing 0.119 Acres / 5,183.64 S.F. more or less.

### **202 KENTUCKY AVENUE**

Commencing at a point located on the western right of way line of Harrison Street and the southern right of way line of Kentucky Avenue, thence along said right of way line of Kentucky Avenue in a western direction a distance of 264.93' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line South 17°01'27" East a distance of 50.86' to a point, thence South 16°29'55" East a distance of 62.14' to a point, thence South 73°47'10" West a distance of 42.00' to a point, thence North 16°44'07" West a distance of 113.00' to a point, said point lying on the southern right of way line of Kentucky Avenue, thence along said right of way line North 73°47'11" East a distance of 42.00' to a point, said point being the True Point and Place of Beginning and containing 0.109 Acres / 4,748.04 S.F. more or less.



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### **1004 FARMER STREET**

Commencing at a point located on the eastern right of way line of West Street and the southern right of way line of Farmer Street, thence along said right of way line of Farmer Street in a eastern direction a distance of 414.00' to a point, said point being the True Point and Place of Beginning, thence North 64°17'24" East a distance of 42.00' to a point, thence leaving said right of way line South 24°31'58" East a distance of 144.66' to a point, thence South 64°14'05" West a distance of 42.00' to a point, thence North 24°31'57" West a distance of 144.70' to a point, said point being the True Point and Place of Beginning and containing 0.139 Acres / 6,054.84 S.F. more or less.

### **852 ROME STREET**

Commencing at a point located on the eastern right of way line of S Dunlop Street and the southern right of way line of Rome Street, said point being the True Point and Place of Beginning, thence along said right of way line of Rome Street North 64°35'41" East a distance of 79.29' to a point, thence leaving said right of way line South 24°17'07" East a distance of 78.11' to a point, thence South 65°11'49" West a distance of 78.56' to a point, said point lying on the eastern right of way line of S Dunlop Street, thence along said right of way line North 24°49'04" West a distance of 77.27' to a point, said point being the True Point and Place of Beginning and containing 0.141 Acres / 6,141.96 S.F. more or less.

### **725 STERLING STREET**

Commencing at a point located on the northern right of way line of Shore Street and the eastern right of way line of Sterling Street, thence along said right of way line of Sterling Street in a northern direction a distance of 130.00' to a point, said point being the True Point and Place of Beginning, thence North 17°48'13" West a distance of 130.00' to a point, thence leaving said right of way line North 72°11'47" East a distance of 40.00' to a point, thence South 17°48'13" East a distance of 130.00' to a point, thence South 72°11'47" West a distance of 40.00' to a point, said point being the True Point and Place of Beginning and containing 0.119 Acres / 5,183.64 S.F. more or less.

### **919 WYTHE STREET**

Commencing at a point located on the western right of way line of Dunlop Street and the northern right of way line of West Wythe Street, thence along said right of way line of West Wythe Street in a western direction a distance of 186.07' to a point, said point being the True Point and Place of Beginning, thence South 64°36'23" West a distance of 34.98' to a point, thence leaving said right of way line North 24°33'51" West a distance of 150.01' to a point, thence North 64°36'26" East a distance of 34.89' to a point, thence South 24°35'58" East a distance of 150.01' to a point, said point being the True Point and Place of Beginning and containing 0.120 Acres / 5,227.20 S.F. more or less.





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### 151 VIRGINIA AVENUE

Commencing at a point located on the northern right of way line of Virginia Avenue and the eastern right of way line of Diamond Street, said point being the True Point and Place of Beginning, thence along said right of way line of Diamond Street North  $03^{\circ}03'11''$  West a distance of 41.54' to a point, thence leaving said right of way line North  $78^{\circ}38'21''$  East a distance of 113.73' to a point, thence South  $02^{\circ}46'01''$  East a distance of 41.58' to a point, said point lying on the northern right of way line of Virginia Avenue, thence along said right of way line South  $78^{\circ}38'21''$  West a distance of 113.52' to a point, said point being the True Point and Place of Beginning and containing 0.107 Acres / 4,660.92 S.F. more or less.

### 731 WEST STREET

Commencing at a point located on the southern right of way line of Lee Avenue and the eastern right of way line of West Street, thence along said right of way line of West Street in a southern direction a distance of 1176.02' to a point, said point being the True Point and Place of Beginning, thence leaving said right of way line North  $66^{\circ}27'33''$  East a distance of 210.00 to a point, thence South  $25^{\circ}14'00''$  East a distance of 25.00' to a point, thence South  $66^{\circ}27'26''$  West a distance of 210.30' to a point, said point lying on the eastern right of way line of West Street, thence along said right of way line North  $24^{\circ}32'04''$  West a distance of 25.00' to a point, said point being the True Point and Place of Beginning and containing 0.121 Acres / 5,270.76 S.F. more or less.

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership  
agreements

Form **8609**

(Rev. May 2018)

Department of the Treasury  
Internal Revenue Service**Low-Income Housing Credit Allocation  
and Certification**

OMB No. 1545-0988

► Go to [www.irs.gov/Form8609](http://www.irs.gov/Form8609) for instructions and the latest information.**Part I Allocation of Credit**Check if: ☐ Addition to Qualified Basis ☐ Amended Form**A** Address of **building** (do not use P.O. box) (see instructions)3605 Minnesota Ave., SE  
Washington, DC 20019**B** Name and address of **housing credit agency**DC DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
1800 MARTIN LUTHER KING JR. AVE, SE  
WASHINGTON, DC 20020**C** Name, address, and TIN of **building owner** receiving allocationMilestone Senior 4% Owner LLC  
1651 Old Meadow Road, Ste 305  
McLean, VA 22102  
TIN ► 61-1861871**D** Employer identification number of agency

53-6001131


**E** Building identification number (BIN)

DC-20-00036

<b>1a</b> Date of allocation ►	<b>b</b> Maximum housing credit dollar amount allowable . . . . .	<b>1b</b>	458,403
<b>2</b> Maximum applicable credit percentage allowable (see instructions) . . . . .		<b>2</b>	3.31 %
<b>3a</b> Maximum qualified basis . . . . .		<b>3a</b>	13,849,037
<b>b</b> Check here <input checked="" type="checkbox"/> if the eligible basis used in the computation of line 3a was increased under the high-cost area provisions of section 42(d)(5)(B). Enter the percentage to which the eligible basis was increased (see instructions) . . . . .		<b>3b</b>	1 3 0 %
<b>4</b> Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-.)		<b>4</b>	50.08 %
<b>5</b> Date building placed in service . . . . .	► 11 08, 2019		
<b>6</b> Check the boxes that describe the allocation for the building (check those that apply):			
<b>a</b> <input checked="" type="checkbox"/> Newly constructed and federally subsidized	<b>b</b> <input type="checkbox"/> Newly constructed and <b>not</b> federally subsidized	<b>c</b> <input type="checkbox"/> Existing building	
<b>d</b> <input type="checkbox"/> Sec. 42(e) rehabilitation expenditures federally subsidized	<b>e</b> <input type="checkbox"/> Sec. 42(e) rehabilitation expenditures <b>not</b> federally subsidized		
<input type="checkbox"/> Allocation subject to nonprofit set-aside under sec. 42(h)(5)			

**Signature of Authorized Housing Credit Agency Official - Completed by Housing Credit Agency Only**

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.

	Mary R. (Polly) Donaldson	08/05/20
Signature of authorized official	Name (please type or print)	Date

**Part II First-Year Certification - Completed by Building Owners with respect to the First Year of the Credit Period**

<b>7</b> Eligible basis of building (see instructions) . . . . .	<b>7</b>	
<b>8a</b> Original qualified basis of the building at close of first year of credit period . . . . .	<b>8a</b>	
<b>b</b> Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>9a</b> If box 6a or box 6d is checked, do you elect to reduce eligible basis under section 42(i)(2)(B)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>b</b> For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low-income units under section 42(d)(3)(B)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>10</b> Check the appropriate box for each election.		
<b>Caution:</b> Once made, the following elections are irrevocable.		
<b>a</b> Elect to begin credit period the first year after the building is placed in service (section 42(f)(1)) . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>b</b> Elect <b>not</b> to treat large partnership as taxpayer (section 42(j)(5)) . . . . .	<input type="checkbox"/> Yes	
<b>c</b> Elect minimum set-aside requirement (section 42(g)) (see instructions): <input type="checkbox"/> 20-50 <input type="checkbox"/> 40-60 <input type="checkbox"/> Average income <input type="checkbox"/> 25-60 (N.Y.C. only)		
<b>d</b> Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions) . . . . .	<input type="checkbox"/> 15-40	

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature	Taxpayer identification number	Date
Name (please type or print)	First year of the credit period	

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **8609** (Rev. 05-2018)

Form **8609**

(Rev. May 2018)

Department of the Treasury  
Internal Revenue Service**Low-Income Housing Credit Allocation  
and Certification**

OMB No. 1545-0988

► Go to [www.irs.gov/Form8609](http://www.irs.gov/Form8609) for instructions and the latest information.**Part I Allocation of Credit**Check if: ☐ Addition to Qualified Basis ☐ Amended Form**A** Address of building (do not use P.O. box) (see instructions)3605 Minnesota Ave., SE  
Washington, DC 20019**B** Name and address of housing credit agencyDC DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
1800 MARTIN LUTHER KING JR. AVE, SE  
WASHINGTON, DC 20020**C** Name, address, and TIN of building owner receiving allocationMilestone Senior Owner LLC  
1651 Old Meadow Road, Ste 305  
McLean, VA 22102  
TIN ► 47-5236093**D** Employer identification number of agency

53-6001131

**E** Building identification number (BIN)

DC-17-00041

<b>1a</b> Date of allocation ► 12/28/17	<b>b</b> Maximum housing credit dollar amount allowable . . . . .	<b>1b</b>	999,999
<b>2</b> Maximum applicable credit percentage allowable (see instructions) . . . . .		<b>2</b>	9 %
<b>3a</b> Maximum qualified basis . . . . .		<b>3a</b>	11,955,590
<b>b</b> Check here <input checked="" type="checkbox"/> if the eligible basis used in the computation of line 3a was increased under the high-cost area provisions of section 42(d)(5)(B). Enter the percentage to which the eligible basis was increased (see instructions) . . . . .		<b>3b</b>	1 3 0 %
<b>4</b> Percentage of the aggregate basis financed by tax-exempt bonds. (If zero, enter -0-.) . . . . .		<b>4</b>	0 %
<b>5</b> Date building placed in service . . . . . ► 11 08, 2019			
<b>6</b> Check the boxes that describe the allocation for the building (check those that apply):			
<b>a</b> <input type="checkbox"/> Newly constructed and federally subsidized	<b>b</b> <input checked="" type="checkbox"/> Newly constructed and <b>not</b> federally subsidized	<b>c</b> <input type="checkbox"/> Existing building	
<b>d</b> <input type="checkbox"/> Sec. 42(e) rehabilitation expenditures federally subsidized	<b>e</b> <input type="checkbox"/> Sec. 42(e) rehabilitation expenditures <b>not</b> federally subsidized		
<b>f</b> <input type="checkbox"/> Allocation subject to nonprofit set-aside under sec. 42(h)(5)			

**Signature of Authorized Housing Credit Agency Official - Completed by Housing Credit Agency Only**

Under penalties of perjury, I declare that the allocation made is in compliance with the requirements of section 42 of the Internal Revenue Code, and that I have examined this form and to the best of my knowledge and belief, the information is true, correct, and complete.


 Signature of authorized official
 Mary R. (Polly) Donaldson
 Name (please type or print)
 08/05/2020
 Date

**Part II First-Year Certification - Completed by Building Owners with respect to the First Year of the Credit Period**

<b>7</b> Eligible basis of building (see instructions) . . . . .	<b>7</b>	
<b>8a</b> Original qualified basis of the building at close of first year of credit period . . . . .	<b>8a</b>	
<b>b</b> Are you treating this building as part of a multiple building project for purposes of section 42 (see instructions)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>9a</b> If box 6a or box 6d is checked, do you elect to reduce eligible basis under section 42(i)(2)(B)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>b</b> For market-rate units above the average quality standards of low-income units in the building, do you elect to reduce eligible basis by disproportionate costs of non-low-income units under section 42(d)(3)(B)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>10</b> Check the appropriate box for each election.		
<b>Caution:</b> Once made, the following elections are irrevocable.		
<b>a</b> Elect to begin credit period the first year after the building is placed in service (section 42(f)(1)) . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>b</b> Elect <b>not</b> to treat large partnership as taxpayer (section 42(j)(5)) . . . . .	<input type="checkbox"/> Yes	
<b>c</b> Elect minimum set-aside requirement (section 42(g)) (see instructions): <input type="checkbox"/> 20-50 <input type="checkbox"/> 40-60 <input type="checkbox"/> Average income <input type="checkbox"/> 25-60 (N.Y.C. only)		
<b>d</b> Elect deep rent skewed project (section 142(d)(4)(B)) (see instructions) . . . . .	<input type="checkbox"/> 15-40	

Under penalties of perjury, I declare that I have examined this form and accompanying attachments, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature \_\_\_\_\_ Taxpayer identification number \_\_\_\_\_ Date \_\_\_\_\_  
 Name (please type or print) \_\_\_\_\_ First year of the credit period \_\_\_\_\_

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form **8609** (Rev. 05-2018)

**EXHIBIT B**

**Amended and Restated Operating Agreement of the Managing Member**



**MILESTONE SENIOR MM LLC**  
**AMENDED AND RESTATED OPERATING AGREEMENT**

## AMENDED AND RESTATATED OPERATING AGREEMENT

**THIS AMENDED AND RESTATATED OPERATING AGREEMENT** of Milestone Senior MM LLC, a District of Columbia limited liability company, is made and effective for all purposes and in all respects on September 25, 2017 (the “Effective Date”), by and among TAI LLC, a District of Columbia limited liability company (“TAI”), E&G Group, LLC, a Virginia limited liability company (“E&G Group”), EquityPlus Manager, LLC, a Mississippi limited liability company (“EquityPlus”), and Melissa Steele, an individual residing in the Commonwealth of Virginia (“Melissa Steele”). TAI, E&G Group, EquityPlus, and Melissa Steele are sometimes hereinafter referred to as a “Member” or collectively, as the “Members.” This Agreement is entered into to set forth the rights, duties and obligations of the Members. This Agreement restates in its entirety the Operating Agreement of the Company dated as of October 1, 2015.

### ARTICLE I

#### DEFINITIONS

The following terms used in this Agreement have the following meanings:

**Section 1.1** 33 Act. “33 Act” has the meaning set forth in Section 11.1.

**Section 1.1** Administrative Member. “Administrative Member” means the Member authorized to perform certain administrative duties as set forth in this Agreement.

**Section 1.2** Affiliate. An “Affiliate” of a Person (“Person 1”) means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Person 1, utilizing the ownership and percentage thresholds and concepts of Code Section 1504(a) (but not to be limited to corporations).

**Section 1.3** Agreement. “Agreement” means this Agreement as originally executed and amended from time to time serving as the “operating agreement” as defined in the LLC Act.

**Section 1.4** Articles of Organization. “Articles of Organization” means the Articles of Organization of the Company as filed with the District of Columbia under the laws of the District of Columbia, as the same may be amended from time to time.

**Section 1.5** Assignee. “Assignee” means any Person who acquires a Membership Interest pursuant to the provisions of Article XI hereof and thus becomes a Member.

**Section 1.6** Authorized Member Representative. “Authorized Member Representative” has the meaning set forth in Section 6.9.1.

**Section 1.7** Bankruptcy. “Bankruptcy” means, as to any Person, the filing of a petition for relief as to any such Person as debtor or bankrupt under the United States Bankruptcy Code, as it may now be adopted or amended from time to time (the “Bankruptcy Code”), or like provision of law (except if such petition is contested by such Person and has been dismissed within seventy-five (75) days); insolvency of such person as finally determined by a court proceeding; filing by such person of a petition or application to accomplish the same or for the

appointment of a receiver or a trustee for such Person or a substantial part of its assets; commencement of any proceedings relating to such person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereinafter in effect, either by such Person or by another, provided that if such proceeding is commenced by another, such Person indicates its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by such Person and has not been finally dismissed within seventy-five (75) days.

**Section 1.8 Capital Account.** “Capital Account” has the meaning set forth in Section 7.4.

**Section 1.9 Capital Contribution.** “Capital Contribution” means any contribution to the capital of the Company in cash or property by a Member whenever made.

**Section 1.10 Certificate of Dissolution.** “Certificate of Dissolution” has the meaning set forth in Section 13.1.

**Section 1.11 Company.** “Company” means Milestone Senior MM LLC, the limited liability company formed by the filing of the Articles of Organization and governed by this Agreement.

**Section 1.12 Distributable Cash.** “Distributable Cash” means all cash, revenues, and funds received by the Company, less the sum of the following which will be paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (b) all Operating Expenses; and (c) such Reserves as required by this Agreement or any lender to the Company and otherwise as the Manager deems reasonably necessary to the proper operation of the Company’s business.

**Section 1.13 E&G Group.** “E&G Group” has the meaning set forth in the Preamble.

**Section 1.14 Economic Interest.** “Economic Interest” means, as to any Member, the Economic Interests set forth in Exhibit A.

**Section 1.15 Effective Date.** “Effective Date” has the meaning set forth in the Preamble.

**Section 1.16 EquityPlus.** “EquityPlus” has the meaning set forth in the Preamble.

**Section 1.17 Fiscal Year.** “Fiscal Year” means the Company’s fiscal year, which is the calendar year.

**Section 1.18 Guaranty.** “Guaranty” or “Guaranties” has the meaning set forth in Section 6.10.

**Section 1.19 Indemnified Parties.** “Indemnified Parties” has the meaning set forth in Section 5.11.

**Section 1.20 Initial Capital Contribution.** “Initial Capital Contribution” means the initial contribution of each Member to the capital of the Company pursuant to this Agreement.

**Section 1.21 IRC.** “IRC” or “Code” means the Internal Revenue Code of 1986, as amended.

**Section 1.22 IRS.** “IRS” means the Internal Revenue Service.

**Section 1.23 LLC Act.** “LLC Act” means the District of Columbia Uniform Limited Liability Company Act of 2010.

**Section 1.24 Major Decision.** “Major Decision” has the meaning set forth in Section 5.4.

**Section 1.25 Manager.** “Manager” means the person or entity designated by the Members to manage and control the business and affairs of the Company, such person or entity being vested with the right, authority, power, discretion and responsibility to exercise such management and control to the extent granted herein by the Members.

**Section 1.26 Management Agent.** “Management Agent” means the property management agent for the Project.

**Section 1.27 Melissa Steele.** “Melissa Steele” has the meaning set forth in the Preamble.

**Section 1.28 Member.** “Member” means each party who executes a counterpart of this Agreement as a Member and each party who may hereafter become a Member upon compliance with this Agreement. If a Person is a Member immediately before the purchase or other acquisition by such Person of a Membership Interest, that Person will have all the rights of a Member with respect to the purchased or otherwise acquired Membership Interest.

**Section 1.29 Membership Interest.** “Membership Interest” means, as to any Member, all of such Member’s Voting Interest and Economic Interest in the Company, including, without limitation, such Member’s (i) voting rights, (ii) right to a distributive share of the income, gain, losses and deductions of the company in accordance with this Agreement, and (iii) right to a distributive share of Distributable Cash and other assets of the Company.

**Section 1.30 Net Profits and Net Losses.** “Net Profits and Net Losses” means the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting adopted by the Company.

**Section 1.31 Operating Budget.** “Operating Budget” has the meaning set forth in Section 5.4(x).

**Section 1.32 Operating Expenses.** “Operating Expenses” means all expenses relating to the operations of the Company, but excluding debt service payments and contributions to Reserves.

**Section 1.33 Owner Entity.** “Owner Entity” means, collectively, **Milestone Senior Owner LLC**, a District of Columbia limited liability company, and any other limited partnerships or limited liability companies formed by the Company or its Members to own and operate the Project.

**Section 1.34 Owner Entity Operating Agreement.** “Owner Entity Operating Agreement” means that certain Operating Agreement of the Owner Entity dated on or about the Effective Date, as may be amended from time to time.

**Section 1.35 Owner Entity Member.** “Owner Entity Member” means, collectively or individually as applicable, any Member of the Company who is also a Member of the Owner Entity. As of the Effective Date, each of Melissa Steele, E&G Group and EquityPlus is an Owner Entity Member.

**Section 1.36 Person.** “Person” or “Entity” means natural persons and organizations, including without limitation, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, professional limited liability companies, corporations, professional corporations, professional associations, trustees, personal representatives, fiduciaries, or persons performing in any similar capacity, trusts, estates, and other associations.

**Section 1.37 Plan.** The “Plan” will be a document or set of documents prepared jointly by the Members setting forth the intended Project, its financing, the proposed project schedule, the proposed development budget and the proposed operating budget, as modified from time to time in accordance with this Agreement.

**Section 1.38 Project.** “Project” means the development, construction, and operation of low-income housing tax credit eligible housing at the Property.

**Section 1.39 Property.** “Property” means the described property currently owned by Greenway Apartments, L.P., a District of Columbia limited partnership, and known for assessment and taxation purposes Lot 800 in Square 5410.

**Section 1.40 Reserves.** “Reserves” means, for any fiscal period or cumulatively, funds set aside or amounts allocated during such period to reserves that will be maintained for working capital and to pay debt service, Operating Expenses or other costs or expenses incident to the ownership or operation of the Company’s business, together with reasonable capital reserves necessary to repair or replace items of a capital nature related to properties owned by the Company.

**Section 1.41 TAI.** “TAI” has the meaning set forth in the Preamble.

**Section 1.42 Turnaround.** “Turnaround” means Turnaround, Inc., a District of Columbia nonprofit corporation.

**Section 1.43 Treasury Regulations.** “Treasury Regulations” and “Treas. Reg.” means proposed, temporary and final regulations issued under the Internal Revenue Code by the Department of Treasury, as amended from time to time.

**Section 1.44 Voting Interest.** “Voting Interest” means, as to any Member, the Voting Interests that are set forth in Exhibit A.

## **ARTICLE II**

### **FORMATION OF LIMITED LIABILITY COMPANY**

**Section 2.1 Formation.** The Company was formed pursuant to the LLC Act and commenced upon the filing of its Articles of Organization with the District of Columbia Department of Consumer and Regulatory Affairs. The Members are entering into this Amended and Restated Operating Agreement to govern the management and operation of the Company and their relations as Members.

**Section 2.2 Name.** The name of the Company is **Milestone Senior MM LLC**, and all business will be conducted under such name, and title to all property owned or leased to the Company will be held in such name.

**Section 2.3 Principal Places of Business.** The places of business will be designated by agreement of the Members from time to time.

**Section 2.4 Applicable Law.** The Company will be governed by the District of Columbia Uniform Limited Liability Company Act of 2010.

## **ARTICLE III**

### **PURPOSE OF THE COMPANY**

**Section 3.1 Permitted Businesses.** The business and purpose of the Company will be to facilitate the development and operation of the Project, including serving as the general partner or managing member of the Owner Entity. In furtherance of this purpose, the Company may engage in any lawful act or activity in which a limited liability company may engage under the LLC Act. The Company will conduct its business and the business of the Owner Entity in a manner that is consistent with the charitable purposes of Turnaround, including, to the extent applicable, by operating housing that it owns in a manner that furthers charitable purposes by providing decent, safe, sanitary and affordable housing for low income persons or families (including the elderly or physically disabled, where appropriate). In the event of a conflict between the obligations of the Manager or Administrative Member to operate the Company in a manner consistent with such charitable purposes and any duty to maximize profits for the Members, the charitable purposes contained herein will prevail.

## **ARTICLE IV**

### **NAME AND ADDRESS OF MEMBERS**

The name and address of the Members are as follows:

E&G Group

E&G Group, LLC  
1651 Old Meadow Road, Suite 305



McLean, Virginia 22102  
Attn: Thomas P. Gallagher

EquityPlus Manager, LLC

EquityPlus Manager, LLC  
24851 Quimby Oaks Place  
Aldie, Virginia 20105  
Attn: Avram Fechter

Melissa Steele

Melissa Steele  
c/o E&G Group, LLC  
1651 Old Meadow Road, Suite 305  
McLean, Virginia 22102

TAI

TAI LLC  
c/o Turnaround, Inc.  
1651 Old Meadow Road, Suite 305  
McLean, Virginia 22102  
Attn: Thomas P. Gallagher

**ARTICLE V**

**MANAGEMENT OF THE COMPANY**

**Section 5.1    Management.** The business and affairs of the Company will be directed and managed by its Manager. Except for situations where the approval of the Members is expressly required, or where authority or responsibility is expressly granted to the Members (a) by this Agreement (e.g., Sections 5.4 and 5.5 below), or (b) by non-waivable provisions of applicable law, the Manager has full and complete authority, power, and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management and operation of the Company's business. Except as expressly set forth herein, the Members will not have or exercise any rights in connection with the management of the Company's business solely by virtue of being a Member of the Company.

**Section 5.2    Number and Designation.** The initial Manager of the Company is TAI. The tenure of the Manager is addressed in Section 5.8 below.

**Section 5.3    [Intentionally omitted].**

**Section 5.4 Major Decisions.** Notwithstanding anything to the contrary contained in Sections 5.1, the following decisions and actions (each, a “Major Decision”) will be made or taken only with the unanimous written consent and approval of the Members, which consent need not be obtained at a meeting and which will not be unreasonably withheld, or by the procedure set forth at the end of this Section 5.4 in the event of disputes among the Members:

(a) Admitting new Members to the Company or approving the admission of new members or partners to the Owner Entity;

(b) Causing the Company to enter into any line of business other than the business for which the Company was initially established;

(c) Causing the Company or the Owner Entity to enter into an agreement or commitment for an agreement which would require the guarantee of a Member or Affiliate of a Member;

(d) Dissolving, terminating or liquidating the Company or the Owner Entity;

(e) Merging, consolidating, or combining the Company with any other entity;

(f) The sale or other disposition of all or substantially all of the Company’s or Owner Entity’s assets except as specifically contemplated herein;

(g) A declaration of bankruptcy, assignment for the benefit of general creditors or similar act by the Company or the Owner Entity;

(h) Approval of and any modifications to the Plan or any part thereof;

(i) The selection of construction contractors, independent accountants, engineers, architects, appraisers and other service providers or vendors for the Project;

(j) Approval of the final terms of the Project’s pre-development and construction financing;

(k) Any increase or decrease of more than 5% in any line item of any predevelopment budget;

(l) Incurring indebtedness in the name of the Company or the Owner Entity other than trade payables in the ordinary course of business;

(m) Prepaying in whole or in part, or refinancing, recasting, increasing, modifying or extending any indebtedness of the Company or Owner Entity;

(n) Entering into an agreement, or causing the Owner Entity to enter into an agreement, with an Affiliate of any Member or Manager except as expressly permitted in this Agreement;

(o) Selection, removal, and/or renewal of the Management Agent and any change in the Management Agent or any material modification of or amendment to the Management Agent's contract;

(p) Guarantying by the Company or Owner Entity of any indebtedness of any person or entity, including Members;

(q) The institution or settlement of any lawsuit involving the Company, except for Landlord and Tenant matters in the ordinary course of business;

(r) Entering into a construction contract for the Project or amending any construction contract for the Project if such amendment would increase the costs thereof by more than 2%;

(s) Approve any change order related to the construction of the Project in excess of \$50,000;

(t) Approval of architectural plans, specifications, and drawings prior to construction of the Project and/or any subsequent material alteration that would affect the design, cost, value or quality of the Project;

(u) Approval of the investor and the investor's capital contribution to the Owner Entity, the execution of the Owner Entity operating or partnership agreement, and any material modification of or amendment to that agreement;

(v) Approval of the Project lender, bond purchaser, underwriter and loan terms;

(w) Approval of legal counsel for the Company and the owner Entity;

(x) Approval of the annual operating budgets for the Project (the "Operating Budget"), provided that the initial Operating Budget approved by the Members will be included in the Plan;

(y) Incurring operating expenses of a type that is not included in the approved Operating Budget;

(z) Any request for the release of Project reserves in excess of \$100,000, including without limitation the replacement reserves and operating reserves; and

(aa) Any action that is considered a major decision under the Owner Entity's governing documents.

The Manager will promptly provide all members notice of any Major Decision. The members will have a reasonable period of time as specified in such notice, but not less than seven (7) calendar days after delivery of such notice, to approve or disapprove the Major Decision. Failure to respond within such seven (7)-day period will constitute deemed disapproval.

In the event that the Members cannot agree on a Major Decision, then they will undertake the following course of action to reach a decision on the matter at issue. First, within seven (7) days of disagreement the disapproving parties will set forth in writing a proposed action that is consistent with the Project financing documents and this Agreement. Second, the parties will meet within three (3) business days of the receiving the proposal of the disapproving Member. Third, if the requisite approval as to the Major Decision is not given by the Members at such meeting, then they will jointly select a mediator to help them reach agreement, or if they cannot agree on a mediator any Member may submit a demand for mediation to the American Arbitration Association. Each Member will bear an equal portion of the cost of the mediation.

The Manager is authorized to execute documents and take other actions required to implement a Major Decision, provided that the Members may delegate this authority to any Member or officer of a Member.

**Section 5.5 Devotion of Time to Company.** The Manager will use its best efforts to carry out the purposes of the Company and will devote to the management of the business and affairs of the Company such time as is reasonably required for the operation thereof. In performing its obligations hereunder, the Manager will at all times perform such obligations in good faith and with that level of competence, skill, and prudence as would be employed by such Manager in carrying on activities for its own account. Without limiting the foregoing, the Manager will promptly implement all Major Decisions approved by the Members and will promptly make all distributions required by Section 8.1. The Manager will not be required to manage the Company as its sole and exclusive function, and it may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member will have any rights, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager will not incur any liability to the Company or to any of the Members solely as a result of engaging in any other business or venture.

**Section 5.6 Reliance on Manager Decisions.** Except as otherwise expressly set forth in this Agreement, the decisions of the Manager will be final, conclusive and binding on the Company, and may be relied on by any third party with respect to the matters delegated to the Manager.

**Section 5.7 Business with Affiliates.** Except as expressly set forth in this Agreement, the Manager will not cause the Company or the Owner Entity to transact business with a Member or any Affiliate or party related to a Member or the Manager without the unanimous written consent of the Members. The parties hereby agree that the Company or the Owner Entity may enter into a development agreement with a Member or any Affiliate or party related to a Member, provided that such agreement is commercially reasonable.

**Section 5.8 Tenure of Manager.**

**5.8.1      Term.** The Manager will serve until the earlier of: (a) the Manager's resignation; (b) the Manager's removal by unanimous consent of the Members other than the Manager itself; (c) the Manager's Bankruptcy; and (d) as to a Manager that is an Entity, the Manager's dissolution.

**5.8.2      Resignation.** Subject to any limitation imposed by the Project lender(s) or investor(s), the Manager may resign at any time by giving forty-five (45) days written notice of such resignation to the Company.

**5.8.3      Removal.** The Manager may be removed by the Members only for cause and, if required by the Project Documents, with the consent of the Project lender(s) or investor(s). Notwithstanding anything to the contrary herein, if the Manager is a Member, the other Members may remove the Manager for cause provided that the Manager has been given notice of default and a thirty (30) day opportunity to cure. For purposes of this Section 5.8.3, "cause" includes the following:

(a) The occurrence of any event that would cause the project to be ineligible for the exemption from real property taxes under D. C. Code Section 47-1005.02;

(b) any act or omission by the Manager constituting intentional misconduct or gross negligence with respect to any material matter in the discharge of its duties and obligations as Manager;

(c) the Bankruptcy of the Manager;

(d) any material violation of this Agreement;

(e) failure of the Manager to fulfill its fiduciary duties or to conduct itself in a manner consistent with the best interests of the Company or Owner Entity, or general incompetence or dereliction of duties;

(f) if any of the principals of the Manager are the subject of criminal, civil and/or administrative enforcement actions or proceedings by any Federal, State or local governmental entity that may adversely impact the Project and/or the Manager's ability to fulfill its obligations under the Agreement or the Owner Entity's governing documents; and

(g) any act or omission by the Manager that does or might cause any guarantor to incur any liability under a Guaranty.

**5.8.4      Vacancy.** If the Manager resigns, is removed, or for any reason ceases to act as Manager, the Members (excluding the Manager if the Manager is also a Member) will promptly designate a successor by unanimous written consent.

**Section 5.9      Compensation of Members; Reimbursement of Expenses.** The Members will not be entitled to salary or compensation solely by virtue of its role as a Member of the Company. The Members will be reimbursed by the Company for any and all direct costs and expenses incurred in connection with the management, supervision and operation of the business of the Company. With respect to any such reimbursement, the Members will present

the Company with such invoices or allocations as are necessary to substantiate such costs and expenses.

**Section 5.10 Liability for Acts and Omissions.**

**5.10.1** No Member, nor any member, partner, officer, director or trustee of any Member, will be personally liable to the Company by reason of its, his or her acts or omission to act, except for fraud, bad faith, willful misconduct, gross negligence or a breach of such Members' or person's fiduciary responsibilities.

**5.10.2** Manager will not be liable, responsible or accountable in damages or otherwise to the Company or a Member for any act or omission performed or omitted in good faith on behalf of the Company and in a manner believed to be within the scope of the authority granted by this Agreement and in the best interests of the Company, but will be so liable, responsible or accountable for bad faith, fraud, gross negligence, willful misconduct or any breach of fiduciary duty with respect to such acts or omissions.

**Section 5.11 Indemnification.** The Company will, to the extent of its assets, indemnify and hold harmless the Manager, the Members, and each of their directors, officers, members, employees, agents or representatives (collectively, the "Indemnified Parties") for any liability incurred by the Indemnified Party as a result any act or omission performed in connection with the Company, or imposed on the Indemnified Party by virtue of such Person's position with the Company, if:

- (a) It conducted itself in good faith;
- (b) It reasonably believed:
  - (i) In the case of conduct in its official capacity with the Company, that its conduct was in the Company's best interest; and
  - (ii) In all other cases, that its conduct was at least not opposed to the Company's best interest;
- (c) In the case of any criminal proceeding, it had no reasonable cause to believe that its conduct was unlawful; and
- (d) Its conduct did not constitute gross negligence or willful misconduct.

The indemnification rights contained in this Section 5.11 will be cumulative of, and in addition to, any and all rights, remedies and recourse to which the Indemnified Party, will be entitled, whether pursuant to the provisions of this Agreement, at law or in equity. Indemnifications will be made solely and entirely from assets of the Company (excluding, for these purposes, all assets of a Member other than those of, and attributable to such Member's Membership Interest), and a Member will not be personally liable to the indemnitee under this Section 5.11. Notwithstanding anything to the contrary contained in this Agreement, the indemnification under this Section 5.11 will not apply to an obligation under a Guaranty.



**Section 5.12 Insurance.** The Manager will cause the Company to purchase and maintain insurance on behalf of the Company (and, where applicable, the Members) against any liability that may be asserted against or expense that may be incurred by the Company or Members in connection with the business or activities of the Company.

**Section 5.13 Certain Administrative Matters.** The Members appoint Melissa Steele as the Administrative Member. The Administrative Member will serve until the earlier of: (a) the Administrative Member's resignation; (b) the Administrative Member's Bankruptcy; and (c) as to an Administrative Member that is an Entity, the Administrative Member's dissolution. Notwithstanding Section 5.4 or anything to the contrary contained herein, the Manager and Members agree that the Administrative Member has the power and authority, on behalf of the Company or on behalf of the Owner Entity, will have the authority and responsibility to perform the following; provided that any such actions are consistent with the Company's purposes set forth in Section 3.1:

**5.13.1** Enter into contracts with a total value of less than Fifteen Thousand Dollars (\$15,000), other than contracts with any Member or Affiliate of any Member;

**5.13.2** Approve change orders for amounts less than Fifty Thousand Dollars (\$50,000) for any single change order or Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate, or approve any change order required by a Project investor or lender or a governmental entity and the failure to address such change order would result in either an event of default or a building code violation;

**5.13.3** Sign and submit draw requests, so long as such draw requests do not include a change order that would constitute a Major Decision under Section 5.4;

**5.13.4** Submit applications for financing consistent with the Plan;

**5.13.5** Make distributions of Distributable Cash in accordance with Article VIII or authorize distributions by the Owner Entity in accordance with the Owner Entity's partnership agreement;

**5.13.6** Perform the record-keeping responsibilities set forth in Article IX; and

**5.13.7** Perform other duties specifically described in this Agreement and the Owner Entity's partnership agreement.

**Section 5.14 Rights of Guarantor.** Notwithstanding any provision of this Agreement, so long as a Member or its Affiliates is a guarantor of the Company's obligations to the Owner Entity or any of the Owner Entity's obligations to a lender or investor, such Member will have the authority to act on behalf of the Company without consultation with or approval of the Manager or any other Member where such action, in such Member's opinion, is required to (i) cause the Company to meet any of its obligations contained in the operating agreement of the Owner Entity or any documents entered into by the Company or Owner Entity in connection with any loan to the owner in connection with the Project, (ii) cause the Company to fulfill any obligation for which such Member or its Affiliates have provided a Guaranty, or (iii) avoid any

liability of or exposure to claims against such Member or its Affiliates under any Guaranty given by any of them; provided that any actions taken by such Member are consistent with the Company's purposes set forth in Section 3.1.

## ARTICLE VI

### **RIGHTS AND OBLIGATIONS OF MEMBERS; VOTING; MEETINGS, ETC.**

**Section 6.1 Rights of Members.** Except as specifically provided in this Agreement (e.g., see Section 5.4 above) or by the LLC Act or other applicable law, the Members will have no right to participate to any degree in the management, conduct, or control of the Company or its business, and will have no right or authority whatsoever to act for or on behalf of the Company.

**Section 6.2 Voting.** All matters requiring the consent or approval of the Members hereunder will be submitted to the Members holding Voting Interests greater than zero percent (0%) in the Company (the "Voting Members") for a vote, and other matters may be submitted by the Manager or the Administrative Member, as applicable, to such Voting Members for a vote. Except as otherwise provided in this Agreement, all Voting Members will be entitled to vote on any matter submitted to or required to be submitted to a vote of the Members. Unless a greater vote is required by the LLC Act, the Articles of Organization, or this Agreement, the affirmative vote or consent of at least eighty percent (80%) of the Voting Interests of all the Members entitled to vote or consent on such matter will be required. The unanimous vote of the Voting Members will be required to approve any Major Decision or other matters reserved herein for the unanimous approval of the Voting Members.

**Section 6.3 Meetings.** If there is more than one (1) Member, an annual meeting of Members for the transaction of such business as may properly come before the meeting will be held at such place, on such date, and at such time as reasonably determined by the Manager. Special meetings of Members for any proper purpose or purposes may be called at any reasonable time by the Manager or any Member. The Company will deliver or mail written notice or notice by email stating the date, time, place, and purposes of any meeting to each Member entitled to vote at the meeting. Notice of an annual meeting of the Members will be given not less than ten (10), nor more than sixty (60), days before the date of the meeting. Notice of a special meeting of the Members will be given not less than forty-eight (48) hours before the meeting. Meetings of the Members may be conducted in person, by telephone conference, or by video (with audio) conference.

**Section 6.4 Consent.** Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by all of the Voting Members. Every written consent will bear the date and signature of each Voting Member that signs the consent.

**Section 6.5 Limitation of Liability.** The Members' liability is limited as set forth in this Agreement, the LLC Act, and other applicable law.

**Section 6.6 Company Debt Liability.** The Members are not personally liable for any debts or losses of the Company beyond the Members' Capital Contribution except as provided in Section 6.8 herein or as otherwise required by law.

**Section 6.7 Company Books.** In accordance with Article 9 herein, the Company will maintain and preserve during the term of the Company, all accounts, books, and other relevant Company documents. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the LLC Act will not be grounds for imposing personal liability on the Members for liabilities of the Company; provided that the foregoing will not limit a Member's liability arising from such Member's fraud, bad faith, willful misconduct, gross negligence or a breach of such Members' or person's fiduciary responsibilities.

**Section 6.8 Liability of a Member to the Company.** A Member who rightfully receives the return in whole or in part of its contribution (as defined in the LLC Act) is nevertheless liable to the Company only to the extent now or hereafter provided by the LLC Act. A Member who receives a distribution made by the Company which is either in violation of this Agreement or made when the Company's liabilities exceed its assets (after giving effect to the distribution) is liable to the Company for a period of six (6) years after the distribution for the amount of the distribution.

**Section 6.9 Designation of Member Authorized Representative.**

**6.9.1 In general.** Whenever this Agreement requires or permits an action (including casting a vote) to be taken by a Member, such action will be taken by the person designated by such Member as such Member's Authorized Representative (the "Authorized Member Representative"). Each Member will at all times have designated an Authorized Member Representative. The Manager and Members will be entitled to rely, without further independent inquiry, on the actions of any Member's Authorized Member Representative as the actions of such Member and will be fully protected in such reliance.

**6.9.2 Manner of designation.** Each Member will deliver notice to the Manager, in the form of a written certificate or resolution, of its designated Authorized Member Representative. From time to time the Members may change the original or previously designated Authorized Member Representative by designating a different or alternate Person to serve in such role. Notification of such a change will be furnished to the Manager by a written certificate or resolution to that effect.

**Section 6.10 Guaranties.** E&G and EquityPlus (or their Affiliates) shall provide such guaranties as are reasonably required, as determined by E&G and EquityPlus in their sole discretion, in connection with the equity and debt financing for the Project (collectively, the "Guaranties"). Neither TAI, its Affiliates, nor Melissa Steele shall be required to provide any Guaranties.

## ARTICLE VII

### **CAPITAL CONTRIBUTIONS; FINANCING; ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS, ETC.**

#### **Section 7.1 Initial Capital Contribution.**

7.1.1 Each Member has made an Initial Capital Contribution to the Company in the amounts set forth in Exhibit A.

7.1.2 In exchange for the foregoing Initial Capital Contributions, each Member has been granted a Membership Interest.

**Section 7.2 Additional Capital Contributions.** No Member will be required to make any Capital Contribution other than its Initial Capital Contribution. Each Member may make additional capital contributions with the approval of the Administrative Member.

**Section 7.3 Withdrawals of Capital.** The capital of the Company will not be withdrawn by any Member except as provided in this Agreement.

**Section 7.4 Capital Accounts; Adjustments; Substantial Economic Effect.** The Company will establish and maintain a capital account ("Capital Account") for each Member. The Capital Accounts of the Members will be determined and maintained throughout the full term of the Company in accordance with the partnership accounting rules of Section 704 of the Code, and Treasury Regulations § 1.704-1(b)(2)(iv), or any subsequent similar provisions. Accordingly, the Members understand and agree that the amounts of profits and losses allocated to each Member as provided in Article 8 hereof will be credited or debited to the Members' Capital Accounts and will affect the amounts received by the Members upon liquidation.

**Section 7.5 Interest.** No interest will be paid on the Capital Account of any Member.

**Section 7.6 Loans to the Company.** Nothing in this Agreement will prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, subject to the consent of at least eighty percent (80%) of the Voting Interests of all the Members and any required consents of any lender or investor.

## ARTICLE VIII

### **DISTRIBUTIONS AND ALLOCATIONS**

**Section 8.1 Distributions.** The Administrative Member will distribute the Distributable Cash to each Member in accordance with its Economic Interest. Such distributions will be made at such times and in such amounts as determined by unanimous written consent of the Members.

**Section 8.2 Limitation upon Distributions.** The Company will not make any distribution of Distributable Cash or any other available funds if and to the extent, that after giving effect to the distribution, (a) the Company would not be able to pay its debts as they

become due in the usual course of business; (b) any such distribution would otherwise be in contravention of the LLC Act; or (c) the Company would be unable to internally fund its obligations under the Plan and/or any capital requirements or other expenditures identified in the Plan.

**Section 8.3 Accounting Principles.** The Net Profits and Net Losses of the Company will be determined in accordance with accounting principles applied on a consistent basis using the method of accounting adopted by the Company.

**Section 8.4 Loans to Company.** Nothing in this Agreement will prevent any Member from making secured or unsecured loans to the Company by agreement with the Company, subject to any required consents of any lender or investor.

**Section 8.5 Allocations.** All items of Company income, gain, loss, deduction, allowance, or credit will be allocated between or among the Members on a pro rata basis based on their respective Economic Interests. The Members intend that the allocations of Net Profits and Net Losses provided by this section be for Federal and state income tax purposes as well as financial accounting purposes.

## **ARTICLE IX**

### **BOOKS, RECORDS, ACCOUNTS, AND RETURNS**

**Section 9.1 Books.** Administrative Member on behalf of and at the expense of the Company will maintain at its principal place of business books of account that accurately record all items of income and expenditure relating to the business of the Company and the Owner Entity and that accurately and completely disclose the results of operations of the Company and the Owner Entity. Such books of account will be maintained in accordance with accounting principles applied on a consistent basis using the method of accounting adopted by the Company and the Owner Entity, as applicable.

**Section 9.2 Records.** The Administrative Member on behalf of and at the expense of the Company will maintain at its principal place of business the following records:

- (a) A current list of the full name and last known business and residence street and mailing address of each Member;
- (b) A copy of the Articles of Organization and all Certificates of Amendment and Restatements thereof, together with executed copies of any Powers of Attorney pursuant to which any Certificate has been executed;
- (c) Copies of any then effective Operating Agreement;
- (d) Copies of the Company's federal, state and local income tax returns and reports, if any, for the four (4) most recent years;
- (e) Unless contained in the Articles of Organization or the Agreement, a writing setting out: (i) the amount of cash and a description and statement of the agreed value of the other property or services comprising each Member's Capital Contribution

and amounts that each Member has agreed to contribute; (ii) the times at which or events on the happening of which any additional Capital Contributions agreed to be made by each Member are to be made; and (iii) any events upon the happening of which the Company is to be dissolved and its affairs wound up.

The Company's books and records will at all times be open to the inspection and examination of the Members or their duly authorized representatives upon reasonable notice during regular business hours.

**Section 9.3 Independent Accountants.** The independent accountants for the Company will be appointed by the Administrative Member, subject to approval by the Members. Any change of independent accountants in the place and stead of any accountants so appointed must likewise be approved by the consent of the Members.

**Section 9.4 Reports.**

**9.4.1 Financial Statements.** As soon as practicable, but not later than ninety (90) days after the end of the Fiscal Year, the Administrative Member will send to each Member a balance sheet for the Company and the Owner Entity as of the end of such fiscal year, together with a statement of cash flow and an income statement.

**9.4.2 Tax Information.** As soon as practicable, but not later than ninety (90) days after the end of the Fiscal Year, the Administrative Member will send to the Members the appropriate federal and state income tax returns for the Company.

**9.4.3 Additional Reports.** The Manager or the Administrative Member, as applicable, will provide to each Member such additional reports as the Members may reasonably request.

**Section 9.5 Accounting Period.** The Company's accounting period will be the calendar year.

**Section 9.6 Bank Accounts.** The Administrative Member on behalf of the Company may establish and maintain one or more separate accounts in the name of the Company in one or more federally insured depository institutions into which will be deposited all funds of the Company in a manner that is consistent with sound business practice. All funds of the Company will be accounted for separately and not comingled.

**Section 9.7 Tax Matters.** The Administrative Member is the "Tax Matters Partner" and "Partnership Representative" for the Company under the code and in any similar capacity under state or local law.



**ARTICLE X**  
**RESERVED**

**ARTICLE XI**  
**ASSIGNMENT OF INTERESTS**

**Section 11.1 Restrictions on Transfers.** Except in accordance with the other provisions of Article X or Article XI, no Member will sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, bequeath, or otherwise dispose of its Membership Interest in the Company. In no event will any Member assign its interest in the Company if such assignment would violate any applicable state or Federal securities law. The Members acknowledge that their interests in the Company have not been registered under the Federal Securities Act of 1933 (the “33 Act”) or any state or District of Columbia law and agree that such interest will not be transferred without registration or an exemption from registration under the 33 Act or other applicable statute. Any attempted disposition of a Membership Interest in the Company in violation of this Article 11 will be null and void ab initio.

**Section 11.2 Permitted Assignments.** If the Members unanimously agree in writing, and subject further to the provisions of Section 11.3 below, a Member may assign all or any part of its Membership Interest, and upon such assignment, the Assignee will be admitted as a Member, provided the Assignee executes an amendment to this Agreement. No assignment of a Membership Interest will be effective with respect to the Company until written notice is given to the Company. No assignment of a Membership Interest will be effective with respect to the Company until written notice is given to the Company. Notwithstanding anything to the contrary contained herein, any Member will be permitted to transfer part but not all of its Membership Interest for estate planning purposes to (x) relatives of such Member, or (y) members partners, shareholders, directors, officers, and employees of any entity that is directly or indirectly controlled by such Member, provided that such transfer will be effective only upon satisfaction of each of the requirements set forth in Section 11.3(b) – (e).

**Section 11.3 Admission of Assignees as Members.** Except for permitted assignment not requiring consent in accordance with Section 11.2, an Assignee will not be admitted as a Member unless the Members unanimously consent. Such consent must be in writing, and as a condition of such consent, the Members may require the Assignee Member to comply with the following conditions: (a) the submission of financial and other business due- diligence information sufficient to satisfy the other Members of the Assignee Member’s ability to carry out its obligations under this Agreement; (b) the assignment instrument being in form and substance satisfactory to the Members and the Company’s counsel; (c) the assignor and the Assignee named in the assignment instrument having executed and acknowledged such other instrument or instruments as the Members may deem necessary or desirable to effectuate such admission; (d) the Assignee having accepted and adopted all of the terms and provisions of this Agreement, as this Agreement may have been amended, as if the Assignee were a party who joined in the execution of this Agreement; and (e) the Assignee having paid or acknowledged an obligation to pay, as this Agreement may determine, all reasonable expenses (including attorneys’ fees)

connected with such admission. If admitted, the Assignee Member has, to the extent assigned, all of the rights and powers, and is subject to all the duties, restrictions and liabilities of a Member.

## ARTICLE XII

### ADMISSION OF ADDITIONAL MEMBERS; WITHDRAWAL

**Section 12.1 Admission of Additional Members.** The Members may by unanimous written consent admit additional Members and determine the Capital Contribution and Membership Interests of such Members.

**Section 12.2 Financial Adjustments.** No new Members will be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Company may, at the time a new Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations of loss, income, and expense deductions to a new Member for that portion of the Company's tax year in which a new Member was admitted in accordance with the provisions of IRC section 706(d) and the Treasury Regulations promulgated thereunder.

**Section 12.3 Withdrawal.** Notwithstanding anything expressly or implicitly to the contrary provided under the LLC Act or this Agreement, no Member will have the right, power or authority to withdraw or resign from the Company, except with the written consent of Members holding at least fifty percent (50%) of the Voting Interests. Upon the approved resignation and withdrawal of a Member, the Membership Interest of such Member will be allocated, as of the date of such resignation and withdrawal, among all other Members, pro rata, in proportion to their respective Economic Interest and Voting Interest immediately prior to such allocation.

## ARTICLE XIII

### DISSOLUTION AND TERMINATION

**Section 13.1 Dissolution.** The Company will be dissolved upon the occurrence of the following:

- (a) Upon the occurrence of an event causing dissolution under the LLC Act; or
- (b) Upon the unanimous written consent of the Members; or
- (c) Following the sale of the Property and the distribution of the proceeds of such sale pursuant to the terms of this Agreement, by action of the Manager.

As soon as possible following the occurrence of any event effecting the dissolution of the Company, Articles of Dissolution or such other statement of dissolution as required by the LLC Act (the "Certificate of Dissolution") will be filed with the District of Columbia Department of Consumer and Regulatory Affairs.

**Section 13.2 Effect of Filing of Certificate of Dissolution.** Upon the filing of the Certificate of Dissolution, the Company will cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence will continue until a Certificate of Cancellation has been filed with the District of Columbia as required under the LLC Act or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

**Section 13.3 Winding Up, Liquidation, and Distribution of Assets.** Upon dissolution, an accounting will be made of the accounts of the Company and of the Company's assets, liabilities, and operations, from the date of the last previous accounting until the date of dissolution. The Manager will immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, it will:

- (a) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent any assets may be distributed to the Members in kind);
- (b) Discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to the Members for distributions, and establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company;
- (c) Distribute assets in amounts equal to their positive Capital Account balances (or, if there are insufficient funds, to Members in proportion to their positive Capital Account balances), with such Capital Account balances to be determined after taking into account all Capital Account adjustments for the Company's taxable year during which such liquidation occurs (other than adjustments made as a result of distributions pursuant to this clause (c));
- (d) Distribute the remaining assets to the Members proportionately to their respective Economic Interests.
- (e) Upon completion of the winding up, liquidation, and distribution of the assets, the Company will be deemed terminated.
- (f) The Members will comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

## **ARTICLE XIV**

### **MISCELLANEOUS**

**Section 14.1 Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement will be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to the executive officer of the party to whom same is directed or, if sent by registered or certified mail, postage prepaid, addressed to the party's address as such addresses are reflected in the records of the Company. Except as

otherwise provided in this Agreement, any such notice will be deemed to be given three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as provided above.

**Section 14.2 Amendments.** This Agreement may not be amended except by the unanimous written agreement of the Members and the Company.

**Section 14.3 Execution of Additional Instruments.** The Members hereby agree to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments necessary to comply with any laws, rules, or regulations.

**Section 14.4 Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same includes the plural and vice versa, and the masculine gender includes the feminine and neuter genders and vice versa. The phrase “including” means “including but not limited to”.

**Section 14.5 Headings.** The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.

**Section 14.6 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 Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**Section 14.7 Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will 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.

**Section 14.8 Severability.** If any provision of this Agreement or its application to any person or circumstance will be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will be enforceable to the fullest extent permitted by law.

**Section 14.9 Heirs, Successors, and Assigns.** Each and all of the covenants, terms, provisions, and agreements contained in this Agreement will be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

**Section 14.10 Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

**Section 14.11 Creditors.** None of the provisions of this Agreement will be for the benefit of or enforceable by any creditors of the Company.

**Section 14.12 Applicable Law.** The affairs of the Company and the conduct of its business will be governed by the provisions of this Agreement to the extent such provisions are

not in conflict with the LLC Act or the Articles of Organization of the Company. This Agreement, and the application and interpretation thereof, will be governed exclusively by its terms and by the laws of the District of Columbia.

**Section 14.13 Time is of the Essence.** Time is of the essence for every provision of this Agreement.

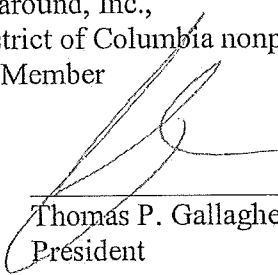
**[Signatures appear on the following page]**

**CERTIFICATE**

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Amended and Restated Operating Agreement constitutes the Amended and Restated Operating Agreement of **Milestone Senior MM LLC**, adopted by the Members of the Company as of September 25, 2017.

TAI LLC;  
a District of Columbia limited liability company

By: Turnaround, Inc.,  
a District of Columbia nonprofit corporation  
Its: Sole Member

By:   
Thomas P. Gallagher  
Its: President

*[signatures continue on following pages]*



**CERTIFICATE**

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Amended and Restated Operating Agreement constitutes the Amended and Restated Operating Agreement of **Milestone Senior MM LLC**, adopted by the Members of the Company as of September 25, 2017.

**E&G GROUP, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Thomas P. Gallagher

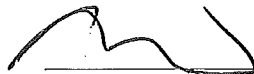
Manager

*[signatures continue on following pages]*

**CERTIFICATE**

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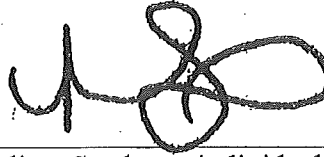
**EQUITYPLUS MANAGER, LLC,**  
a Mississippi limited liability company

By:  \_\_\_\_\_  
Avram S. Fechter  
Its: Member and Manager

*[signatures continue on following page]*

**CERTIFICATE**

The undersigned hereby agrees, acknowledges, and certifies that the foregoing Amended and Restated Operating Agreement constitutes the Amended and Restated Operating Agreement of **Milestone Senior MM LLC**, adopted by the Members of the Company as of September 25, 2017.

A handwritten signature in black ink, appearing to be 'MS' with a large loop, positioned above a horizontal line.

Melissa Steele, an individual

*[end of signature pages]*

## EXHIBIT A

### INITIAL CAPITAL CONTRIBUTIONS, VOTING INTERESTS AND ECONOMIC INTERESTS

<u>Member</u>	<u>Capital Contribution</u>	<u>Voting Interest</u>	<u>Economic Interest</u>
TAI	\$51.00	51.00%	10.00%
EquityPlus	\$16.34	16.34%	30.00%
E&G Group	\$29.94	29.94%	55.00%
Melissa Steele	\$2.72	2.72%	5.00%
<hr/>			
Total	\$100	100.00%	100.00%



# **EquityPlus Manager, LLC**

## **FINANCIAL STATEMENTS**

**December 31, 2020**



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# REPORT





**Carr, Riggs & Ingram, LLC**

400 West Parkway Place

Suite 300

Ridgeland, MS 39157

Mailing Address:

PO Box 2418

Ridgeland, MS 39158

601.853.7050

601.853.9331 (fax)

CRlcpa.com

## **INDEPENDENT ACCOUNTANTS' COMPILATION REPORT**

To the Members  
EquityPlus Manager, LLC  
Madison, Mississippi

Management is responsible for the accompanying financial statements of EquityPlus Manager, LLC, which comprise the balance sheet as of December 31, 2020, and the related statement of income and members' equity for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

*Carr, Riggs & Ingram, L.L.C.*

CARR RIGGS & INGRAM, LLC  
Ridgeland, Mississippi  
July 14, 2021



# REPORT



**EquityPlus Manager, LLC**  
**Balance Sheets**

<i>December 31,</i>	<b>2020</b>
<b>Assets</b>	
Current assets	
Cash and cash equivalents	\$ 813,162
Accounts receivable	84,585
Receivables - equity interest	500
Fund membership	905
Total current assets	899,152
Investment - equity operating interest	277,569
Investment - cost interest - raw land	1,009,703
Investment - cost operating interest	547,609
<b>Total assets</b>	<b>\$ 2,734,033</b>
<b>Liabilities and members' equity</b>	
Current liabilities	
Line of credit	\$ 1,699,748
Accounts payable	178,975
Total current liabilities	1,878,723
Members' equity	855,310
<b>Total liabilities and members' equity</b>	<b>\$ 2,734,033</b>

*See independent accountants' compilation report.*

**EquityPlus Manager, LLC**  
**Statement of Income and Members' Equity**

<i>Year ended December 31,</i>	<b>2020</b>
<b>Service revenues earned</b>	<b>\$ 1,035,760</b>
General and administrative expense	<b>107,304</b>
<b>Income from operations</b>	<b>928,456</b>
Other Income (expense)	
Loss on disposal of investments	<b>(3,468)</b>
Equity in earnings of investments	<b>9,703</b>
Interest income	<b>17</b>
Interest expense	<b>(51,206)</b>
Total other income (expense)	<b>(44,954)</b>
<b>Net income</b>	<b>883,502</b>
Members' equity, beginning of year	<b>76,903</b>
Members' distributions	<b>(105,095)</b>
Members' equity, end of year	<b>\$ 855,310</b>

*See independent accountants' compilation report.*

R

Documentation of  
Operating Budget  
and Utility  
Allowance



**I. UTILITIES**

## 1. Utilities Types:

a. Heating Type	Electric Forced Air
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?	TRUE	Heat?	TRUE
Hot Water?	TRUE	AC?	TRUE
Lighting/ Electric?	TRUE	Sewer?	TRUE
Cooking?	TRUE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0		15	20
Air Conditioning	0	0		15	20
Cooking	0	0		10	10
Lighting	0	0		10	10
Hot Water	0	0		10	10
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$60	\$70

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

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

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

U

Acknowledgement by  
Tenant of the Availability  
of Renter Education  
Provided by Virginia  
Housing



## VA Renter Education Disclosure/Acknowledgement

Property Name \_\_\_\_\_

Resident \_\_\_\_\_

Unit # \_\_\_\_\_

In accordance with the requirement by Virginia Housing, I, \_\_\_\_\_  
Acknowledge that I received an information booklet on the Renter's Education Program  
through Virginia Housing.

I can also access the Free Online Renter's Education Course at the following web link  
<https://www.virginiahousing.com/individuals-families/learn>.

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Household Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Household Member Signature

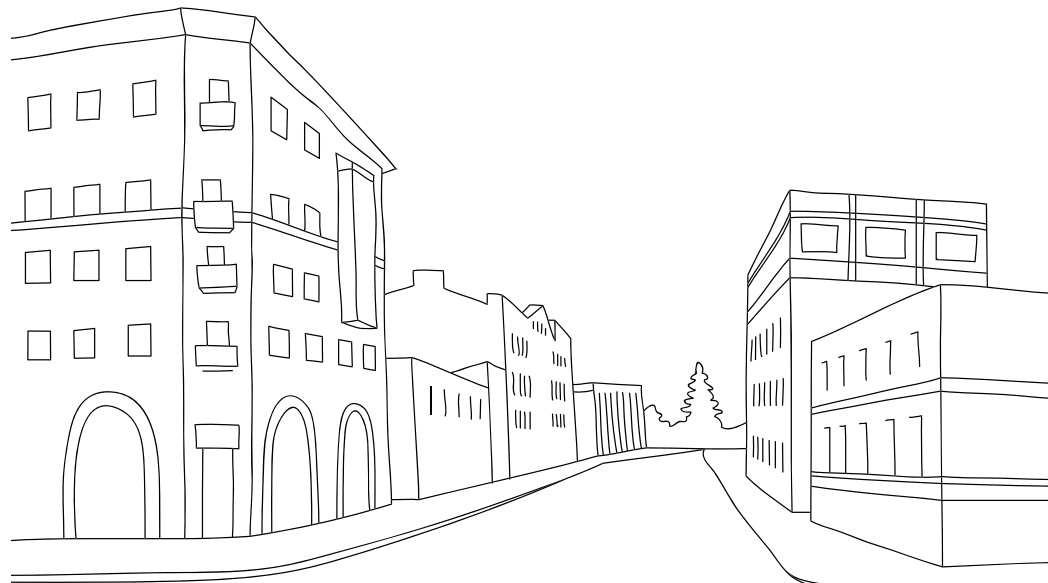
\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Manager Signature

\_\_\_\_\_  
Date

# How to be a Successful Renter

Your guide to understanding all there is to know about renting.



## MENU

### Introduction

- 1** Are You Financially Ready to Rent?
- 2** The Ins & Outs of Credit
- 3** How to Find the Right Place
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- 7** Life as a Renter: Rights & Responsibilities
- 8** Housekeeping, Maintenance & Repairs
- 9** The Right Way to Terminate the Lease

## Resources

# How to be a Successful Renter!

This educational curriculum has been prepared by Virginia Housing, with great appreciation to the U.S. Department of Housing and Urban Development (HUD), Virginia Fair Housing Office of Richmond, Virginia Department of Housing and Community Development (DHCD), Legal Aid Society of Eastern Virginia, and the many industry partners throughout the Commonwealth that provided valuable feedback.

This guide is provided solely as an educational resource and does not provide legal opinion. Virginia Housing is a self-supporting, not-for-profit organization created by the Commonwealth of Virginia in 1972 to help Virginians attain quality, affordable housing. Virginia Housing provides mortgages, primarily for first-time homebuyers and developers of quality rental housing. We use no state taxpayer dollars, but raise money in the capital markets to fund our loans. We also teach free homeownership classes, and help people with disabilities and the elderly make their homes more livable. Virginia Housing works with lenders, developers, local governments, community service organizations and others to help put quality housing within the reach of every Virginian.



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# Welcome

## How to be a Successful Renter

Whether it's a house, apartment, duplex or townhouse, renting versus purchasing can have its advantages. In this chapter, you'll learn the pros and cons of renting. You'll also learn how to create a personal Spending and Savings Plan, ways to manage your debt and how to find additional community resources that can help you be a knowledgeable renter.



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# Steps to Renting

1. **Congratulations, you've taken the first step!** Keep reading "How to be a Successful Renter."
2. **Decide if you're financially ready.** Before you begin the rental search, know what you can afford. Creating a personal Spending and Savings Plan, which identifies your total income, expenses and debt, is a big part of ensuring your rental success. How much can you comfortably afford to spend on rent and other related costs?
3. **Identify your needs and wants.** Make a list of must-haves, including your price range, number of bedrooms and desired location. A list of what would be nice, but not absolutely necessary, should be considered as well. Knowing your needs and wants will help narrow the search. Browse online search engines such as Virginia Housing's comprehensive housing locator at [VirginiaHousingSearch.com](https://VirginiaHousingSearch.com)
4. **Understand the various types of rentals and available resources.** One of the most important decisions we make is where to call home. What type of rental is right for you? The choices within your county or city may include

the traditional apartment, studio, SRO, rent assistance housing, single-family home or mobile home rental. Housing counseling agencies throughout the state can assist with many aspects of renting, which include identifying other available resources. Visit [HUD.gov](https://HUD.gov) to locate a housing counselor near you.

5. **Know the fair housing laws.** Virginia enforces fair housing laws that protect against bias. The law prohibits rental transactions that discriminate. Certain protected classes cannot be treated differently, and discriminatory treatment of them is unlawful. Once you become a tenant, additional local, state and federal laws/acts continue to provide protection. Visit [DPOR.virginia.gov/FairHousing](https://DPOR.virginia.gov/FairHousing) for additional information.
6. **Beware of scams!** Is the person you're dealing with reputable? Everyone wants a good deal, but is it really a good deal or a scam? Beware of individuals who ask for money before you have actually viewed the property and those who ask for cash only. Ask yourself, is this truly the landlord or a scam artist? Is the property actually for rent?

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### 7. Read before you sign.

It's important to read and understand all documents before signing them, including the initial application, authorization forms and the lease agreement. Disclosures are equally important. Ask questions, get clarification and seek assistance from a professional if needed.

### 8. Inspect the property.

It's highly recommended that you begin inspecting the property right away. Note any preexisting conditions or damages in writing once you move in. Take pictures! Submit the report to the landlord for future reference, and keep a copy for your records. This report will become an invaluable document when you move out. The likelihood of the landlord charging you for preexisting problems is minimized. And the likelihood of receiving your full security deposit refund back is maximized.

### 9. Acquire renters insurance.

"The landlord's insurance policy will cover me if my property is damaged or destroyed in the case of an unforeseen hazard." This is a common misunderstanding. To protect yourself against costly repairs/replacements of your personal property or liability

expenses due to injury, consider purchasing renters insurance. Policies vary, but the cost is often very affordable, to protect your furniture, clothing, electronics and household items from being a total loss. The State Corporation Commission (SCC) provides useful guides and publications for consumers at [SCC.virginia.gov](https://www.scc.virginia.gov).

### 10. Adhere to all lease provisions.

Both the landlord and the tenant have rights and responsibilities. The landlord simply wants someone who will pay rent on time, maintain the property and follow the terms of the lease. Do this and your rental experience should be a pleasant one. But remember, the landlord is accountable as well. When the time comes, tenants can terminate the lease agreement by providing sufficient notice. However, the tenant can also seek to have the lease terminated if they believe the landlord is in noncompliance with the lease agreement. In addition, the landlord can terminate the agreement when the lease term expires and when the tenant is noncompliant. Best practice — adhere to all lease provisions. The Virginia Residential Landlord and Tenant Act (VRLTA) provides detailed information and can be found at [DHCD.virginia.gov](https://www.dhcd.virginia.gov).



# Chapter 1

## Are You Financially Ready to Rent?

In this chapter, you'll learn the pros and cons of renting. You'll also learn how to create a personal Spending and Savings Plan, ways to manage your debt and how to find additional community resources that can help you be a knowledgeable renter.

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## Advantages and Challenges of Renting

There are advantages and potential challenges to renting. On the upside, renting may offer you many advantages:

- ▶ **Maintenance-free living.** In some instances, landlords may pay for utilities, such as water, sewer, trash removal and hot water. When the pipe leaks under the sink, you don't head to your nearest hardware store. Instead, you head for the phone and call your landlord.
- ▶ **Amenities.** Some rental communities provide amenities like swimming pools and fitness centers that are available to renters, often at no extra charge. Generally, rental apartments also provide appliances like refrigerators, stoves and dishwashers. This eliminates the expense of having to buy these items.
- ▶ **Lower costs.** In some cases, the cost of renting is much less than paying a mortgage. To be approved for a lease, an application fee plus a security deposit are usually required.
- ▶ **Flexibility.** Renting gives you the opportunity to more easily relocate due to career advancement, family size or other life changes. If you're new to an area, you can rent while you research neighborhoods to see where you might want to live if and when you decide to buy a home.
- ▶ **Establishing credit.** If you have bad or less-than-perfect credit, a good rental payment history can help you establish good credit, which can help you when you're ready to buy a home.

Recognizing the challenges of renting early in the process can help you avoid potential pitfalls. The challenges include:

- ▶ **Little or no privacy.** Sharing walls, floors or ceilings with neighbors can become a problem when you have to continuously listen to footsteps overhead, doors slamming and stairs being climbed along a shared wall.
- ▶ **No financial benefit.** Tenants do not gain equity when renting the way you would as a homeowner. Renting offers no wealth creation or return on investment. The interest on mortgage payments may be tax deductible, but no portion of your monthly rent is.

- ▶ **Unstable housing cost.** There is no guarantee that a lease will be renewed when it expires. In addition, your rent can increase yearly.
- ▶ **Less freedom.** Landlords may not allow pets. They may not allow you to paint the walls or make any other changes to the property. When renting a home, you may be required to weed the garden, trim the bushes or do some other landscaping. Often, restrictions and provisions like the ones mentioned are included in the lease agreement.

## Why Create a Spending and Savings Plan?

Developing a Spending Plan that accurately reflects your current financial situation is a big part of ensuring your financial success and your ability to rent successfully. Many people avoid creating a detailed plan for their finances for a variety of reasons. Some find it stressful, others feel restricted, and many who do create one try to do it from memory. Whatever the reason, avoiding to plan now will cause you problems later.

A Spending Plan consists of two parts: income and expenses. All regular monthly income from documented sources — such as paychecks — should be included. (Irregular income such as lottery winnings or gifts is not included.)

There are three types of expenses:

- ▶ **Fixed expenses** are regular and expected, such as rent and child care.
- ▶ **Flexible expenses** are more discretionary, such as groceries, clothing and entertainment, as well as unexpected medical bills and car repairs.
- ▶ **Debt** includes credit obligations paid on a monthly basis, such as credit cards or vehicle loans.

## Let's Get Started!

1. Visit Virginia Housing's website for a Spending and Savings Plan.
2. Fill in the "Now" column on the form. In this section, you will total your expenses and subtract them from your income. You may know the exact amount you spend for utilities, insurance and other regular monthly expenses. But do you remember how much you spent last month

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on miscellaneous items such as fast food, vending machines or gas? Enter the amounts you remember into the form or make an educated guess.

After totaling your expenses and subtracting them from your income, did the form show you have money that you know you don't have left over each month? If so, don't worry. You're not alone. Remembering where all our money goes each month is difficult for most people, unless we keep a written record.

3. Track every penny you spend for a set period of time — one or two months — so you can see where your money is going. Even change spent in the vending machine for a soda or at the convenience store for coffee should be written down.

A small notebook that fits in your purse or pocket is a great tool for tracking your expenses. You can also download a spending tracking app on your smartphone. A business-sized envelope works great for saving receipts.

4. Now that you have a detailed picture of how you're spending your money, you've got the power to make adjustments. You may decide to:
  - ▶ Allocate a specific amount for miscellaneous spending (clothing, dining out, things you and/or your family do for fun) in your plan.
  - ▶ Reduce the amount you spend on a particular habit or activity.
  - ▶ Eliminate an expense altogether.

Whatever you do, make sure you develop a realistic Spending Plan that accurately reflects both your income and your expenses. Remember, you're creating your "road map" that will ultimately lead to an affordable rental.

### Estimate Your "With Rent" Expenses

Now that you've filled in all blanks in the "Now" column on your Spending Plan, you can see what your recurring monthly expenses are. (This will help you figure out what additional expenses you may be able to handle if you decide to rent.) So, let's begin to fill in the blanks in the "With Rent" column.

Obviously, you can only estimate what your "With Rent" expenses will be, so don't worry if you are unsure about the numbers. Even though the exact figures may not be available, you can begin to assess some of the additional expenses you're likely to have once you begin renting.

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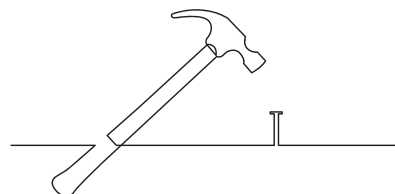
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The purpose of beginning the “With Rent” Spending Plan is to get you thinking about some of the additional costs that you may be responsible for, such as:

- ▶ Renters insurance
- ▶ Cable/satellite TV and streaming services
- ▶ Telephone and internet service
- ▶ Utilities (electric, gas, water)
- ▶ Maintenance/repairs (if not covered by landlord)



*Tip*

*In some cases, these expenses are paid for by the owner/landlord. It's up to you to find out exactly what expenses you are responsible for so you'll know what to include in your Spending and Savings Plan.*

## Why Develop a Savings Strategy?

If you experience a loss of income, such as a reduction in pay, having some cash available to pay monthly bills is extremely important. Remember, you never want to face eviction. Having money in an emergency savings account is a critical part of managing your personal finances. Developing the habit of saving takes time and persistence. Financial experts recommend you keep a separate savings account with enough funds to cover three to six months of living expenses. This money is your safety net for unforeseen expenses. Make a decision to “pay yourself first,” by committing to save a certain amount or percentage of your monthly income in your designated emergency savings account on a regular basis.

Remember not to mix your “emergency” funds with other money you might be saving for goals such as a vacation, college expenses or funds needed to purchase a car or home. Make sure you have a separate account for these expenses so you don't accidentally use the money for something other than what you originally planned to spend it on.

*Tip*

*If possible, consider using direct deposit through your employer, which may help reduce the temptation to stray from your plan.*

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Matched Savings Programs may be available to help eligible first-time homebuyers save for a down payment, pay for college tuition or start a business by providing matching funds. Check with a HUD Housing Counseling Agency for specific program availability and eligibility requirements in your area.

## Savings Scenario

When creating a workable Spending Plan that suits your lifestyle and specific situation, it's important to identify and understand what your comfort level is for a rental payment.



*Try this simple experiment to see if you are really comfortable with your potential rent payment: Subtract the estimated rent payment from your checking account and place it in a savings account. Try this for three months.*



**Let's see how this works for Jon in the following scenario:**

### Example:

Jon's current monthly income is \$1,600. He's been approved for an \$800 monthly rent payment. Jon would subtract \$800 from his income and place it into savings each month, leaving \$800 remaining for his living expenses.

During his three-month experiment, Jon will feel as if he's making the \$800 rent payment, even though the \$800 is being set aside in a savings account.

Conducting this experiment will give you a good idea of whether or not you would feel comfortable with a higher payment. If you find you don't miss the extra money you're putting into the savings account, and haven't had to withdraw any of it to cover expenses, then the proposed rent payment



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might be reasonable for you. However, if you find you need to withdraw even small amounts of the saved money for unexpected expenses, then you should consider a lower amount for a future rent payment.

## Using Credit Wisely

Making large credit purchases before being approved can be disastrous. Purchases made on credit, even those with terms such as “one year, no payments or no interest” will affect your credit score and debt-to-income ratio. It’s possible to throw off your score and/or ratio enough to be denied.

It’s also very important to avoid making any major purchases for the first six to 12 months after moving in to your new rental. You — and your Spending Plan — will need some time to adjust to your expenses. It’s best not to make major purchases until you’ve become accustomed to your new expenses. It may take several months before you truly get comfortable with your new financial situation.

## Beware of Junk Mail

Watch out for the automatic loan checks and credit card offers with low interest rates you receive in the mail. Companies will tempt you with an actual check that you simply endorse and cash. By signing the check, you create a debt, which may have a very high interest rate or other unfavorable terms. It’s very easy to become overextended with debt, so careful planning and caution are crucial.

Periodically, your creditors are required to send you Privacy Act notifications, along with instructions for “opting out” of having your nonpublic information shared with other businesses. Sometimes the creditor will provide a phone number you may call, or may have a form that you sign and return, directing them not to share your nonpublic information.



*Pay attention when throwing away what appears to be junk mail from companies you have credit accounts with. Periodically, your creditors may have a form that you sign and return directing them not to share your nonpublic information.*



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## Managing and Reducing Debt

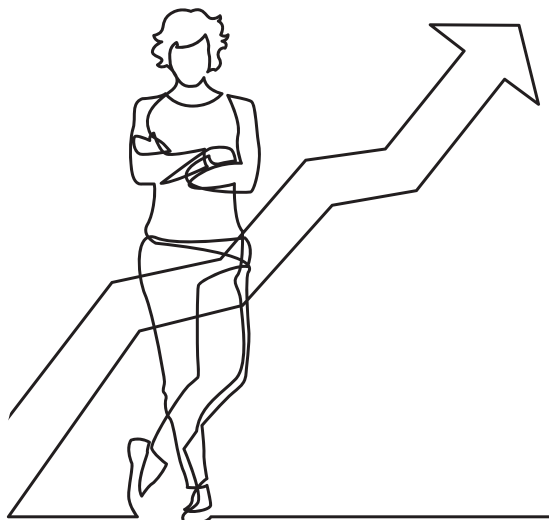
Anyone can become overextended with debt and credit. In fact, did you know that the average American adult has at least one credit card with a balance and is likely paying only the minimum required payment?

Excessive debt or credit can cause problems when applying for a lease. Although credit card interest rates vary, typically a hefty portion of a monthly payment is applied to the finance charge, leaving only a small amount to actually reduce the balance. This can become very frustrating. Because the credit card industry has become so competitive, companies will often try to lure customers with the promise of a lower interest rate.

If you have a credit card with a balance and are making your payments on time every month, call your credit card company and ask that they give you a lower rate. Rather than lose your business to another credit card company, your creditor may oblige. You may be surprised at how successful you are in doing this. Negotiating with a credit union will probably be the exception, because it may already offer a lower rate than other companies and may be unwilling to bargain.

In addition to reducing the amount of finance charge you pay each month, another way to accelerate your debt payoff is to make “Power Payments.”

**How Power Payments work:** Apply an extra amount of money monthly to one of your debts and watch how quickly the balance drops. You don’t have to apply large amounts of money to see the results; even \$5 or \$10 per month makes a big difference.



**Let’s see how this works for Jane in the following scenario:**  
**Example:**

Jane has a credit card with a \$1,000 balance, and her minimum monthly payment is \$20. If Jane makes her minimum payment each month and never uses the card again, her debt will be paid off in seven years. Jane doesn’t want to make payments for that long, so she decides to apply \$10 more each month to her debt. Now Jane is making a \$30 monthly payment and her debt will be paid off in just three years! By sending just an extra \$10 per month, she will be able to pay off her debt in less

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than half the time.

The tremendous impact of making Power Payments is even more evident when there is more than one debt to be paid off. Although it takes some discipline, you can dramatically accelerate your debt payoff if you commit to this process. After you have paid off your first debt, apply the monthly payment that you were making to the next debt, rather than spending it. In the scenario, Jane pays off her \$1,000 credit card balance and applies the \$30 payment to her next debt. By doing this with each debt, Jane will be compounding the amount of money that is applied to her debts and will pay each one off much faster.

Power Payments can also help you pay off installment debt (a debt that has a specific payment amount for a specific number of months). If your payment is paid earlier than the due date, you'll pay back less interest because the debt will be paid in full before the due date. If you increase the payment and pay a few days before the monthly payment is due, you could pay off as much as six to 12 months early.



Visit [PowerPay.org](https://PowerPay.org). This free resource provides tools to evaluate your debt and help you strategically use the Power Pay system on your own. The website also provides resources to help with your Spending and Savings plan.

## You Are On Your Way

This section has taught you the importance of managing debt, negotiating with creditors and making power payments to resolve debt burden. Specifically, you learned how to:

- ▶ Create a workable Spending and Savings Plan for your household.
- ▶ Be aware of where you spend money (especially cash).
- ▶ Keep your spending to a minimum.
- ▶ Reduce your debts.

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Yes, it's a lot to take on, but you can do it! Remember, there are HUD Housing and Credit Counselors in your community ready to help you work through your financial issues. A HUD Housing Counseling Agency can help you:

- ▶ Create your Spending and Savings Plan.
- ▶ Resolve credit issues.
- ▶ Prepare an action plan.



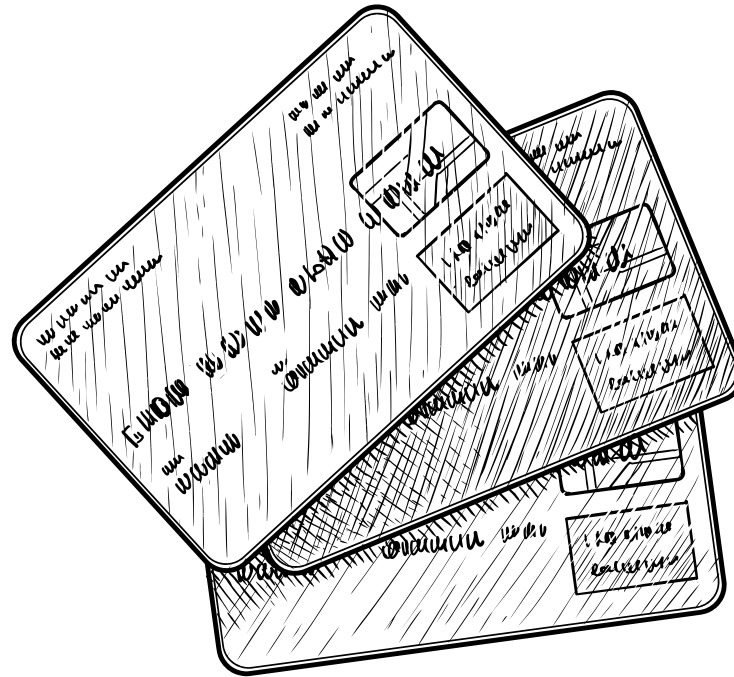
*Many organizations offer counseling at no charge. You may find their services invaluable, especially if you are preparing yourself financially for renting. Contact a HUD Housing Counseling Agency to learn more.*

The National Foundation for Credit Counseling® (NFCC®) is another resource to find certified consumer credit counselors. Visit their website at [NFCC.org/index.php](https://www.nfcc.org/index.php).

You can also find information on housing counselors on Virginia Housing's website at [VirginiaHousing.com/housingcounselors](https://www.virginiahousing.com/housingcounselors).



**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](https://www.virginiahousinglearningcenter.com)



# Chapter 2

## The Ins & Outs of Credit

Good credit is important. Like it or not, credit is a significant part of our lives. If you're in the market to rent, you'll need more than sufficient income. Landlords typically run a background check on prospective tenants that includes previous rental history, criminal record and credit history.

A view of an applicant's financial history is often an indication of how likely they are to pay their rent on time. The higher a person's credit score, the lower the risk that their rent will be paid late or not at all. A credit score can make it easier, or more difficult, to get a car loan, credit card, mortgage loan, or to rent an apartment. It can also impact things like your ability to qualify for a job or the price you are charged for insurance. So it's important to use credit wisely. Making smart financial decisions to strengthen and safeguard your credit will benefit you now and in the future.

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## How Landlords Use Credit History

A credit history report and credit score can often demonstrate an applicant's creditworthiness and likelihood of paying rent on time. Landlords want tenants who will consistently pay on time. Using the credit score helps to gauge a prospective tenant's history of on-time payment of monthly obligations.

What is considered an acceptable credit history for rental purposes is completely up to each landlord. Credit scoring makes it easier for a landlord to make an objective decision based solely on credit report data. Because credit scoring doesn't take into account race, color, national origin, religion or marital status, it removes the likelihood of personal judgment and unfair influence. Credit scoring also simplifies the credit application process by quickly delivering information that is easy to understand.

While most landlords use FICO scores to help them make decisions, each landlord makes their own decision about what the minimum acceptable score will be. There is no single "cutoff score" used by all landlords.

Since your credit is an important factor in the landlord's decision to accept you as their renter, you might be wondering how you obtain credit. We'll now discuss that and issuers of credit (or creditors).

## Issuers of Credit

An alternative to paying for goods and services with cash is to use credit. A plastic card issued by a financial institution or business that authorizes the holder to purchase goods or pay for services is one form of credit. Examples of major credit card issuers are American Express, MasterCard, VISA and Discover Card. Other types of credit cards include department store, other retailers and gas cards. Other forms of credit include loans (student, personal, car) and accounts opened directly with a business, such as the payment plans offered at some furniture stores.

These various issuers of credit are known as creditors. The creditor extends credit to the borrower with the agreement that the borrower will pay back the amount at a later date, generally with interest. Paying creditors as agreed upon is critical. Many creditors, but not all, will report the borrower's payment history to agencies that collect and compile this information into a credit report. These nationwide companies are known as credit reporting agencies (or CRA).



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## Credit Reporting Agencies: Understanding the Big Three

Our credit history is captured in a credit report provided by the credit reporting agencies.

Anyone who has ever borrowed, or tried to borrow, money from any creditor usually has a credit history with one, if not all, of the three major credit reporting agencies. Landlords and property management companies use credit reports to qualify rental applicants.

Credit reporting agencies don't approve or deny credit, they only collect and report information. In addition, not all creditors report to any (or all) of the credit agencies, and some creditors report to only one. This typically creates three different credit reports, one with each of the three major credit-reporting agencies:

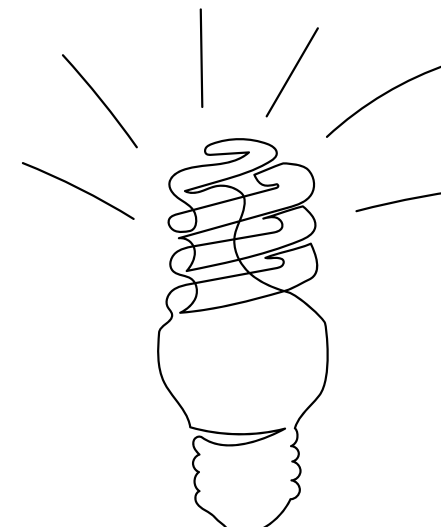
- ▶ **Equifax** covers the East Coast.
- ▶ **Experian** covers the West Coast.
- ▶ **TransUnion** covers the Midwest.

Usually, consumers have to pay to access their credit reports, but there are a few exceptions. A consumer may be entitled to a free copy of their credit report if:

- ▶ The consumer is unemployed.
- ▶ The consumer is receiving public assistance.
- ▶ The consumer has an inaccurate report because of fraud or identity theft.

If you've been denied a job, insurance or credit because of a negative credit report, you're entitled to receive a free credit report upon request within 60 days of receiving the notice of action.

It's true that you may have to pay for access to your report. However, free access is available through the major three credit reporting agencies. Next, let's find out how to receive a free credit report from all three agencies.







*If, within 60 days of receiving the notice of action — you've been denied a job, insurance or credit because of a negative credit report — you're entitled to receive a free credit report upon request.*

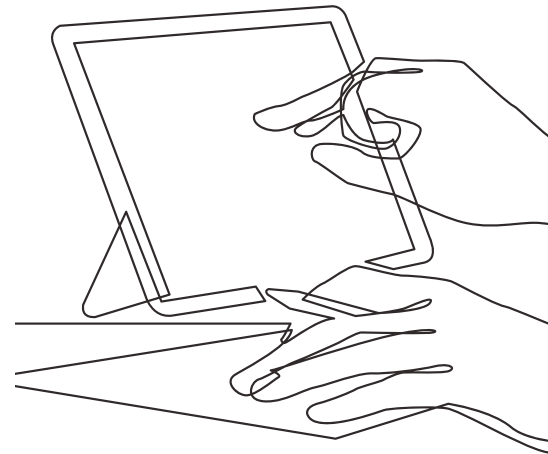
## Free Annual Credit Reports: What's In It for You?

Under the Fair and Accurate Credit Transaction Act (FACT Act), you can ask to receive one free credit report every 12 months from each of the major credit reporting agencies.

You should take advantage of the FACT Act and view all three of your credit histories at least once a year to determine if the information reported is correct.

Note: Your credit score is not included in your credit report, but it may be purchased.

You'll need to decide if you want to order all three credit reports at the same time. The advantage of ordering all three at the same time is that you can easily compare them. But remember, you won't be eligible for another free credit report for 12 months. On the other hand, spacing your requests out (for example, one credit report every four months) helps you keep track of any changes or new information that may appear on your credit report.



*It's a good idea to space your requests out rather than requesting all three reports at the same time. That way, you can develop the habit of monitoring your credit report on a regular basis. Monitoring your credit reports also helps to guard against identity theft.*

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## How to Request Your Credit Report

It's easy to request your credit report. Choose any of the following:

### Online at AnnualCreditReport.com

Visit AnnualCreditReport.com to see, print and download your credit report.

### Complete a Phone Verification

Call 877-322-8228 and complete a simple verification process. You'll need to allow two to three weeks for delivery of your credit report.

### Complete a Request Form

Download a request form at AnnualCreditReport.com.

Print out, fill in and mail your completed form to:

#### Annual Credit Report Request Service

P.O. Box 105281, Atlanta, GA 30348-5281

Credit reports are still the number one tool used by creditors to determine creditworthiness. A consumer must give written or verbal permission for their credit report to be accessed.

Requesting a report from a credit reporting agency is really a straightforward process. The credit report may take some time to understand, but then it becomes pretty simple to read. You can view a sample credit report in the Resources section. The next section will guide you through the process of reading the information contained in the credit report.

## Reading a Credit Report

So, what does your credit report say about you? It can seem intimidating at first glance, but reading your credit report is really simple once you understand how it's put together.

Here's how it works: Each credit report contains five main sections: Personal Information, Public Information, Collection Accounts, Creditor Information and Inquiry.

**The Personal Information section** always includes your name(s), address and Social Security number. Other information, such as employment history and birth date, may also be included. It's important to review all information carefully to be sure it is being reported accurately.



*If you have a suffix associated with your name, such as Jr., always use it when applying for credit or signing other legal documents. This simple step helps ensure positive identity and prevents potential mix-ups with the report of the person for whom you are named.*



This section shows any credit-related issues processed through the court systems. This could include:

- ▶ Judgments.
- ▶ Tax liens.
- ▶ Bankruptcies.
- ▶ Other debt, including federal debt, child support obligations or rental agreements.

These negative entries on an individual's credit report could stop a rental application from being approved. A HUD Housing Counseling Agency can often assist individuals in creating a budget and working out a repayment plan, if applicable.

- ▶ **Judgments.** If a debt goes unpaid, the creditor can ask the courts to intervene. When the judge rules in favor of the creditor, a judgment is granted. Judgments remain on a credit report for a minimum of seven years from the date filed.
- ▶ **Tax liens.** This is a legal action taken by a government entity against an individual for delinquent monies owed and can't be released until paid. Whether federal or state, the lien will appear on a credit report.
- ▶ **Bankruptcy.** This legal procedure is designed to protect both an individual who can't meet their financial obligations and the creditors involved.
  - Chapter 7 Bankruptcy (known as a straight bankruptcy) wipes out all debt included in the discharge and stays on a credit report for 10 years from date of discharge.

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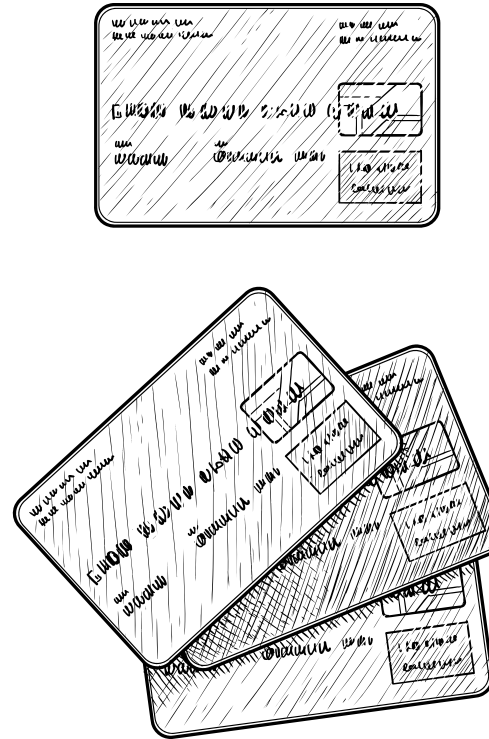
- **Chapter 13 Bankruptcy** (known as wage earner's bankruptcy) is a reorganization of debt and stays on a credit report for seven years from date of filing. In this type of bankruptcy, the consumer lists all creditors with an attorney, who then files the paperwork with the bankruptcy court. At the time of filing, all interest stops accruing on the debt. A Trustee (attorney) is assigned by the bankruptcy court to decide what payments must be made for what period of time in order to repay the listed debt. Payments are made to the Trustee, who then sends the funds to each creditor.

- **Other Debt.** Defaulted student loans may affect application approval. If so, the landlord may request that the debt be brought current. You might also consider applying for a rehabilitation loan. If you make on-time payments toward your rehabilitation loan for 12 months, the lender of the student loan must erase all negative marks on your credit reports for the defaulted student loan(s).

If you're behind in child support that is paid to the Division of Child Support Enforcement, the delinquent amount may be reported on your credit history. If you are in arrears, you may be unable to qualify for rental housing until your delinquency is paid in full.



*It's important to retain all paperwork regarding transactions and payment history for any delinquent child support.*



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### Collection Accounts

This section lists debts a creditor sold to a collection agency or debt collected by the original creditor when an account became past due. The U.S. Fair Credit Reporting Act of 1997 requires the credit reporting agency to provide specific account information, including:

- ▶ The original creditor.
- ▶ Date the account was purchased.
- ▶ Amount of debt that was purchased.
- ▶ A portion of the original account number.

A collection account remains on a credit report for seven years from the date of last activity, which could be either the date of the account transfer or the date of the last payment.

### Revolving, Installment and Mortgage Accounts

This section includes an updated report provided each month by most creditors to one or more of the three major credit reporting agencies. Reported information may include:

- ▶ Account balance.
- ▶ Available credit.
- ▶ Scheduled payments.
- ▶ Actual payment.
- ▶ High credit.
- ▶ Credit limit and amount past due.

Account details include the:

- ▶ Terms.
- ▶ Months reviewed.
- ▶ Loan type.
- ▶ Balloon payment date.
- ▶ Deferred payment start date.
- ▶ Months reviewed.
- ▶ Date of last activity.
- ▶ Date of the first delinquency.

Along with a comment section.

All creditor information remains on your credit report for seven years from the date of last activity.

*Tip*

*If you notice an account that has been paid in full is still showing a balance, you should check the “date last reported” and “date of last activity” to make certain the information has been updated.*



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### Ownership of the Account

Each creditor lists the type of ownership:

**A = Authorized User.** An authorized user is permitted, by the person responsible for paying the debt, to make charges on a credit account, but is not responsible for repayment.

**I = Individual.** Only one individual is responsible for repayment.

**J = Joint.** Two or more individuals are responsible for repayment. In the case of a divorce and joint credit, anyone who has signed to be responsible for payment retains that responsibility, even if a court has ordered a specific individual to pay the debt. If the court-ordered individual fails to pay as agreed, the late payment may be on the credit history for both individuals. The best thing to do is to close all joint accounts and open new credit as an individual. Sometimes, due to financial circumstances, this isn't possible. When this is the case, the individual who hasn't been court ordered might request that a creditor notify them if a payment is late.

### Account Types

This rating system describes the type of credit and the way in which the obligation has been paid. The account types consist of:

- ▶ **R = Revolving Credit.** This is a line of credit that can be borrowed from more than once, such as a credit card.
- ▶ **I = Installment.** This is a loan with a specific payment for a specific period of time, such as a car loan.
- ▶ **O = Open account.** This is an obligation that must be paid in full every 30 days.

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### Rating Status

A good credit history is important when seeking application approval. The way in which you've paid past obligations is believed to be an accurate indication of how you may handle future ones.



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### Inquiries

There are two types of inquiries — hard and soft. Hard inquiries may impact your credit score, while soft inquiries do not impact your credit score. This section lets you know that a creditor accessed your credit history and the date when this occurred. Inquiries remain on your credit history for two years. Some inquiries will have notations indicating the creditor has not viewed your credit history.

These include:

- **PRM** (promotional) which means the credit reporting agency has sold your name and address to businesses to be used for marketing purposes. This is typically why you receive all those direct mail solicitations for new credit card accounts. It does count as an inquiry, but it doesn't count against your credit score.
- **AR** (annual review) means a current creditor has viewed your credit as part of their annual review process. However, while this does count as an inquiry, it doesn't count against your credit score.

The credit rating section consists of:	
OK	Paid as Agreed/current
30	Account 30 days past due
60	Account 60 days past due
90	Account 90 days past due
120	Account 120 days past due
150	Account 150 days past due
180	Account 180 days past due
C	Collection Account
CO	Charge-off
R	Repossession
V	Voluntary Surrender
B	Bankruptcy
TN	Too New To Rate
ND	No Data Available



*Note: When an insurance company or a prospective employer views your credit history, this doesn't count as an inquiry as long as those entities use the proper coding. You'll understand the importance of keeping inquiries to a minimum when credit scoring is discussed.*

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### Other Components of a Credit Report

Credit reports may also include a Consumer Statements section, information on how to file a dispute, a summary of your rights under the Fair Credit Reporting Act, and your rights under state law. More details will be provided in the next section.

Even if you've had credit problems in the past, you may still be eligible to rent. The landlord will consider the circumstances surrounding the problems, how long ago the negative credit occurred and if you've paid your obligations on time since then.



*Consider requesting a copy of your credit report from the credit reporting agencies before submitting a rental application. Remember, every time you apply for credit your score is impacted.*

### Summary

A snapshot of your credit report includes the date of the report, average account age, credit history length, number of accounts with negative information, and your most recent and oldest accounts.

### Explanations

Credit reporting agencies will allow consumers to include up to a 100-word explanation if you disagree or would like to provide more details about information stated in your credit report. The explanation will appear in the Consumer Statements section of your credit report.

## Disputing Incorrect Credit Report Information

Under the Fair Credit Reporting Act of 1997, you have the right to dispute incorrect information on your credit report by requesting the credit reporting agency to investigate.

A summary of your FCRA rights are provided with your credit report. The Act promotes the accuracy, fairness and privacy of information in your file.

Because each credit reporting agency may have different information, you must file a separate dispute for the same error with all three agencies. Once the credit reporting agency receives your dispute, it has 10 days to get the information to the creditor. The creditor then has approximately

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30 days to respond. If the creditor can't provide documentation to the credit reporting agency that proves the reported information is valid, the disputed item will be removed from your credit report, and you'll receive notification of the action taken.

It's possible the creditor may, at a later date, be able to prove the validity of the original information, and it will be placed back on your credit history.



*Be sure to keep all paperwork relating to any dispute you file with the credit reporting agencies, and never mail your original receipts or other documentation.*

*If the credit reporting agencies verify that their information is accurate, they will notify you. If you still believe there is an error, you can ask for another investigation. If the second investigation is not in your favor, you can ask that a 100-word explanation be inserted next to the erroneous entry on your credit report to explain your side.*

### How to Handle Incorrect Credit Report Information

Dispute forms can be obtained by phone, mail or the internet. Your credit report will provide a How to Dispute Inaccurate Information section. If you need assistance to prepare a dispute, please contact a HUD Housing Counseling Agency.

You've learned ways to handle incorrect information on your credit report. Now, let's review how you might handle unwanted phone calls and junk mail to eliminate unsolicited information

### State Laws – Security Freeze

Virginia consumers have a right to place a "security freeze" on their credit report. The freeze is designed to prevent credit, loans and services from being approved in your name without your consent. More information is provided in the Your Rights Under State Law section of your credit report. Read this document in its entirety to understand the pros and cons of a security freeze.

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## Unwanted Phone Calls and Junk Mail

If you'd like to reduce, if not completely eliminate, unwanted credit card and other solicitations, you have the legal right to opt out.

Here are a few options:

### Prescreened mailing lists:

To have your name removed from prescreened mailing lists and insurance offer mailing lists provided to creditors and others, contact Experian, Equifax and TransUnion by calling 888-5OPT-OUT (888-567-8688) or by visiting [optoutprescreen.com](http://optoutprescreen.com).

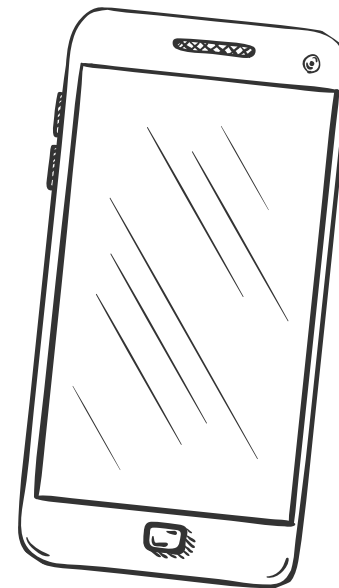
You'll be given the choice to opt out for two years or permanently. To permanently opt out, you'll need to request a Permanent Opt-Out Election form. When you receive the form, you must sign and return it, otherwise your opt out won't be activated.

### Telemarketing call lists:

Thanks to the National Do Not Call Registry and the Do-Not-Call Improvement Act of 2007, you can stop most telemarketing calls. You may opt out your home and/or cell phone numbers permanently. Remember, you must call from the phone number you want to be removed. To do this, call 888-382-1222 or visit [donotcall.gov](http://donotcall.gov).

### Direct mailing services lists:

You can also limit unwanted mail and phone calls you may receive that aren't related to the lists credit reporting agencies sell to creditors, lenders and other business. You may opt out for 10 years for a \$2 fee by visiting [DMAchoice.org](http://DMAchoice.org).



## Managing and Reducing Debt

A credit score is the number from 300 to 850 that represents the risk of lending money to you. Credit scores cannot predict, with certainty, how you or anyone will act. They do provide a quick and objective indication of how likely you are to repay on time and according to terms, based on how you've handled your credit in the past.

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It is important to understand there are different credit-scoring models. Two popular models are:

- ▶ **The VantageScore**, which is what consumers receive when they purchase a credit report and score through one of the three credit reporting agencies.
- ▶ **The FICO score**, which is believed to provide the best guide to assess future risk. The FICO score grades more than just payment delinquency. It's also influenced by things like the percentage of loan balances to loan amounts, the number of consumer finance accounts, and even the number of credit cards shown as open.

Although both models mentioned here evaluate similar information, the scores provided won't be exactly the same. This is because, as discussed earlier, not every creditor reports to an agency and not all creditors who report information do so with all three major agencies. The result is three different reports and scores for each individual.

## How is the Credit Score Determined?

The credit score is determined by the following factors.

- ▶ **35% is based on Payment History.** Your past 12-month history is the most important.
- ▶ **30% is based on Amounts Owed.** This is the extent to which your credit lines have been accessed. If you have several credit cards with maximum limits that have been reached or almost reached, that will have a negative impact on your credit score. It's recommended that you not exceed 30% of your available credit lines.
- ▶ **15% is based on Length of Credit History.** Ask a HUD Housing Counseling Agency to review your credit profile before making changes that can negatively affect your credit history, such as closing unused credit card accounts or consolidating debt. These types of changes can potentially remove positive account information.
- ▶ **10% is based on New Credit.** Numerous inquiries for new credit can affect your credit score by making it seem that you are trying to gain additional credit. This is why it isn't wise to take advantage of store discounts in exchange for completing a credit application if all you want to do is save a few dollars on your purchases for a specific day.
- ▶ **10% of your score is based on Types of Credit Used.** Having a mix that includes both secured credit and unsecured credit may be beneficial.



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## How to Get Your Credit Score

Although you can purchase your credit score from any or each of the major credit reporting agencies, you may want to consider purchasing the score from the agency that covers the area where you have spent most of your adult life.

While landlords are allowed to share your credit score and credit history with you, individual landlords have their own guidelines regarding this practice. You can also purchase your FICO credit score from [MyFico.com](https://www.myfico.com).

Your credit score is extremely important to financial success. Let's take a look at how to establish credit to ensure you have a good credit score.

## Establishing Credit

Establishing credit can be a challenge, even a Catch-22. Creditors will not grant you credit because you haven't established a financial record of paying creditors on time; you can't establish a financial record until a creditor grants you credit. Start by opening a checking and/or savings account with your local bank or credit union. Then inquire about a secured credit card.

A secured credit card is treated like a regular credit card, but with a few differences. With the secured credit card, the holder must initially deposit personal funds to open the account. For example, if you open a secured credit card and make a deposit of \$500, there will be a minimum of \$500 available to charge. (Please visit your financial institution to see all the options they may offer.)

Many financial institutions will place your deposit into an interest-bearing account to be used as collateral against any future credit card charges. Once you've received your secured credit card, be careful to make only necessary purchases and avoid careless charges. The deposit you made up front will stay in your account until you close your account, upgrade to an unsecured credit card or default on your credit card balance.



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Let the landlord know if you have little or no traditional credit history. Some landlords may give you the opportunity to use alternatives that demonstrate financial responsibility. Paying daycare providers, utilities and other recurring obligations (typically not reported to the CRAs) may be considered by some landlords. In addition, offering direct deduction from your personal bank account or your employer's payroll may help as well.

The first step on the road to a really good score is to establish a credit score. Over time, you may find that you may need to improve your score, which is what we will address in the next section.

## Ways to Improve Your Credit Score

You may want to improve your credit score now so that when it comes time to rent, you'll have a better chance of qualifying for an apartment. Here are some proven ways you can do this:

- ▶ Pay your bills on time.
- ▶ Keep your total credit card balances to no more than 50% of your total debt.
- ▶ Pay down the balances on your credit cards.
- ▶ Don't apply for more credit.
- ▶ Never co-sign for any financial account on behalf of friend or relative.
- ▶ Regularly review your credit report for errors.

Your score will improve as you continue to handle your credit obligations responsibly. Think of a credit score as a snapshot of your credit risk, reflecting your risk picture at a specific point in time.

*Tip*

*Don't pay any agency to "repair" your credit. There is nothing they can accomplish on your behalf that you can't do yourself. You can improve your credit on your own with time, assistance from a credit or HUD Housing Counseling Agency, better credit behavior and a focused effort on removing inaccurate information.*

# Working With Housing, Credit and Financial Counselors

If you have problems with too much debt and could use some help with managing your money, be careful. Not all housing and credit counseling organizations are nonprofit. A good place to look for a reputable counseling organization is the Department of Housing and Urban Development (HUD) website. It lists HUD-approved housing counseling agencies by state. You can visit their website at [HUD.gov](https://www.hud.gov) to locate an agency near you or call 800-569-4287 toll free.

The National Foundation for Credit Counseling® (or NFCC®) is another resource to find certified consumer credit counselors. Visit their website at [NFCC.org](https://www.nfcc.org).



*Many of these agencies also provide assistance and guidance with money management, credit and budgeting if you buy a home. Be sure to ask.*



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# Avoiding Identity Theft

Identity theft happens when predators dumpster-dive, “phish” or otherwise gain access to your personal information. In fact, the FBI reports that identity theft is one of the nation’s fastest-growing crimes, making it very important to safeguard your personal information. Here are some areas that need to be looked at to ensure the safety of your personal information.

## Social Security Number

- ▶ Always protect your Social Security number.

## Document Security

- ▶ Don’t carry rarely used documents, such as your birth certificate and Social Security card, with you.
- ▶ Use a cross-cut shredder to destroy documents containing sensitive information.

## Credit Report and Issuers

- ▶ Review your credit report regularly for suspicious activity.
- ▶ Keep a list of contact information for credit issuers.

## Password Protection and Lost Cards

- ▶ Don’t use common passwords, such as birth dates, for ATM, computer and other electronic access.
- ▶ Report lost or stolen cards immediately.

## Mail Maintenance

- ▶ Be aware of mail or bills that don’t arrive on time or unfamiliar credit application responses.
- ▶ When mailing payments, put them directly in a U.S. postal box instead of your home mailbox.
- ▶ Install a lock on your home mailbox.
- ▶ Obtain a P.O. Box or temporarily stop mail delivery when you know you’ll be away for longer than a weekend.

## Printed Checks

Don’t include Social Security or phone numbers when ordering printed checks.

- ▶ Have ordered checks delivered to your bank and pick them up there.

Identity theft is serious. It is important that you practice all of the strategies mentioned here to avoid becoming a victim. Criminals are vigilant and may even find a way to attack you even if you have been safe. The next section discusses what to do if identity theft happens to you.

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# What to Do If You Become a Victim of Identity Theft

If you discover you're a victim of identity theft, it is extremely important that you act quickly:

- ▶ Immediately contact the companies directly, and close accounts that have been tampered with or opened fraudulently.
- ▶ Report the identity theft to the appropriate law enforcement agency.
- ▶ Consider placing a Fraud Alert on your profile by contacting any of the credit reporting agencies. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. (The flip side is that the alert also may delay your ability to obtain credit.)

**An initial fraud alert** stays in your file for at least 90 days.

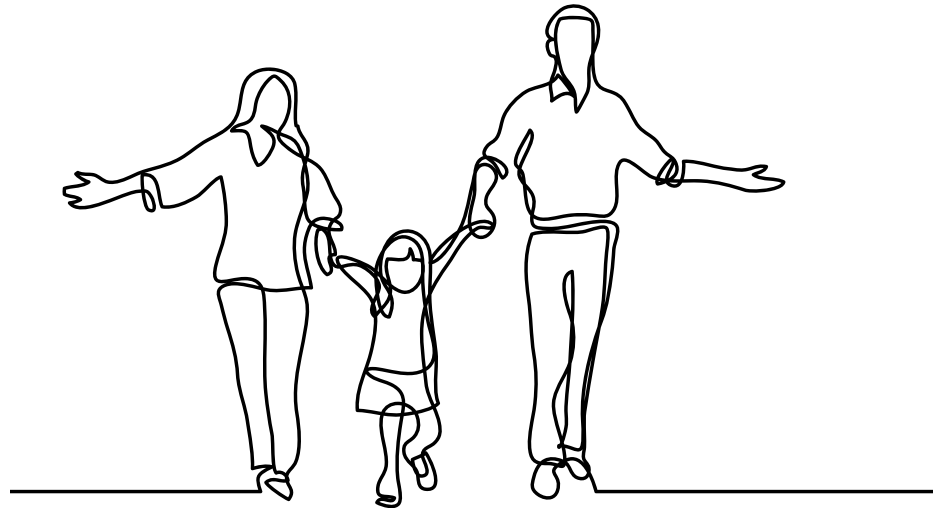
**An extended alert** stays in your file for seven years.



*To place either of these alerts, a consumer credit reporting company will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you'll also be required to provide a copy of the identity theft report you filed with your local, state or federal law enforcement agency.*



**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](http://VirginiaHousingLearningCenter.com)



# Chapter 3

## How to Find the Right Place

Searching for just the right place to call home can be stressful, time-consuming and even overwhelming at times. Knowing how many bedrooms, baths and other amenities you want is just the beginning. Your price range and desired community is equally important when exploring the rental market.

It's important to know the different types of residential rental properties and their basic characteristics. You have significant options to consider, depending on whether you're looking for a traditional apartment complex, a detached home, a mixed-use community, subsidized housing, a studio apartment or simply a room to rent. Understanding the lease terms and conditions of each option will help you make the right decisions. Whether looking on your own or with the assistance of a housing professional, remember that you have legal rights. Know your rights before inquiring about any available rental property.

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# Fair Housing Laws

Virginia enforces a Fair Housing Law that is substantially derived from the Federal Fair Housing Act. When you're looking for an apartment or buying a home, the law protects you from bias. If you're working with a property manager, real estate agent, landlord or owner to find or acquire a rental home, or if you're trying to obtain renters insurance, you cannot be treated differently from others. The law prohibits rental transactions that discriminate.

## Protecting Against Housing Discrimination

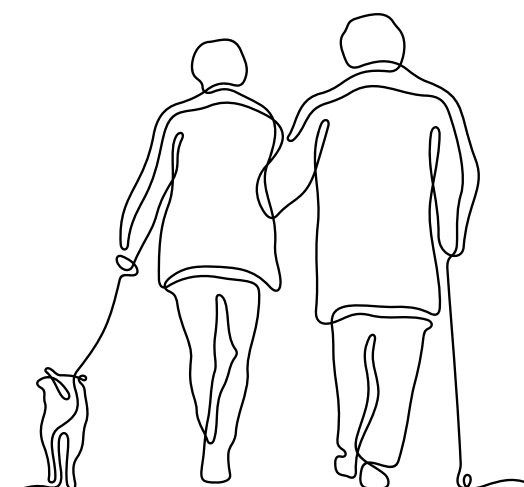
Like the federal law, the Virginia Fair Housing Law defines protected classes of individuals to shield them from discriminatory practices, stating that no one can be denied housing because of:

- ▶ Race
- ▶ Color
- ▶ Religion (any or none)
- ▶ Gender
- ▶ Disability (handicap to include hoarding)
- ▶ Elderliness (individuals age 55 or older, as covered in Virginia state law)
- ▶ Familial status
- ▶ National origin
- ▶ Source of income
- ▶ Military status
- ▶ Gender identity
- ▶ Sexual orientation

Historically, race, disability and familial status have been common housing discrimination complaints. Familial status means having children under 18 in the family, pregnant women or adults attempting to secure custody of children. With the exception of senior communities (over 55 or 62) or retirement facilities, refusing to rent to families with children is illegal. However, in some cases there are general guidelines for occupancy standards, allowing two people per bedroom. Dictating which bedroom children of different sexes should sleep in, or what floor(s) families with children should live on, is prohibited.



*There are also nonprotected classes under the Fair Housing Act. However, there may be protection under a local ordinance for students, smokers and marital status (unmarried couples).*



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### Prohibited Rental Practices

The law prohibits the refusal to accept, consider, negotiate, process or accurately communicate a bona fide offer because of any of the 12 protected classes under Virginia law. In general, prospective renters are protected from several prohibited rental practices.

#### Misrepresentation of Available Dwelling

Representing that any dwelling is not available for rent when such dwelling is, in fact, available.

#### Different Qualification Criteria

Using different qualification criteria, applications or rental standards or procedures.

#### Inducing

Inducing (or attempting to induce) to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood.

#### Incompatibility of Renter with Neighborhood

Communicating to a renter that they would not be comfortable or compatible with existing residents of a community neighborhood or development.

#### Assigning Renter to a Particular Area

Assigning a prospective renter to a particular section of the development, particular floor or section of a building.

#### Discriminating

This includes discriminating against any individual in the terms, conditions or privileges, services and facilities.

The Fair Housing Board administers and enforces the law and investigates complaints of discrimination through the Virginia Fair Housing Office. If you think you've been discriminated against when trying to rent an apartment or home, you can file a complaint.

### Virginia Fair Housing Office

9960 Mayland Drive, Suite 400 | Richmond, VA 23233-1485

Phone: 804-367-8530 or 888-551-3247 | TDD: Virginia Relay 7-1-1 | FAX: 866-480-8333

Website: [DPOR.virginia.gov](http://DPOR.virginia.gov) | Email: [FairHousing@dpor.virginia.org](mailto:FairHousing@dpor.virginia.org)

## Needs vs. Wants

Before you begin looking for the right rental home for you, it's important to identify what is needed, and what you want because it would be nice to have, in your future home. A key step that could help narrow down the number of properties to see and, ultimately, save you time is to make a list. Here are a few things to consider:

**Price.** How much can you afford to spend on rent? Developing your Spending and Savings Plan will help you figure out the maximum or a comfortable amount you can afford to spend for rent, utilities and other housing costs. Rental prices can vary significantly depending on the fair market rent for the area. **Fair market rent** varies by the economy and geographic areas. The Department of Housing and Urban Development (HUD) uses fair market rent with their various rental housing programs.

Which utilities (if any) are included in the monthly rent can vary as well. Because the cost of utilities could be your second-highest housing expense, you'll want to know your maximum rent amount with and without utilities. Checking with the utility company to get a cost history can be very helpful. They can give you a printout of the previous occupants' usage history to help you anticipate and prepare for future cost.

**Size.** Of course, most of us would prefer the largest unit possible. The overall size of a dwelling is measured in square footage and is a good way to compare the size of different units. After determining your price range, shop around. Keep in mind that larger units could mean higher utility bills.

**Number of bedrooms.** How many bedrooms you want and how many you need may not be the same number. In fact, we all would like that extra bedroom for guests or maybe as an office space. However, consider the cost burden that extra bedroom may have on your overall household budget and comfort level. Could it eventually cause financial problems? Remember, as the number of bedrooms increases, so does the amount of your rent.

In some cases, federal, county and city Compliance Departments have maximum occupancy laws, regulations and requirements that limit occupancy to two people per bedroom.

**Location.** There are a lot of personal factors to consider when narrowing the location of where you prefer to live. A rental home located in the inner city, suburbs or a rural neighborhood may

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be important to you. Or perhaps living closer to work, schools or your church is more important. Knowing in advance your desired location will help you better define your search.

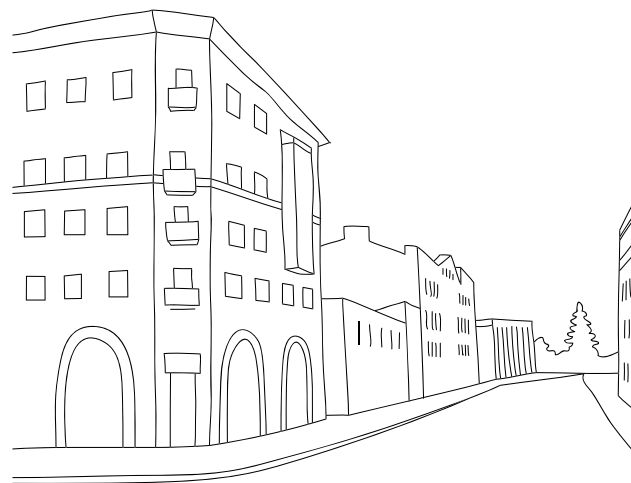
**Proximity to amenities.** Are there conveniences that you need or want to be close to? For example, if you plan to take public transportation to and from work, it may be necessary to live near bus or light rail stops. If you enjoy spending time outdoors with your children, you may want to live near city parks. Identifying the importance of these types of amenities and their proximity to the possible rental home can be an important factor in your housing search.

**Pet-friendly.** Do you have a beloved animal member of your family? The decision to allow pets is strictly up to the landlord, and many landlords are not pet friendly. Those who do allow pets have different rules regulating what kind of pet, the breed, the size and number of pets allowed. Additional financial commitments are often associated with pet-friendly dwellings that can include pet rents, pet deposits and damage fees. Look for ads like the ones listed below if a pet-friendly dwelling is one of your priorities.

- ▶ No Pets Allowed
- ▶ Cats or Dogs Allowed
- ▶ Cats and Small Dogs Allowed (Weight Limit)
- ▶ Cats and Dogs Allowed (Breed Restrictions)
- ▶ Cats and Dogs Allowed (One per Unit)

You should ask the landlord up front, and at any time during your tenancy, about other pets such as birds, turtles, rabbits and snakes before planning to bring them into your rental home.

Breed restriction often refers to dogs considered an insurance liability. The landlord and the renter (if trying to acquire renters insurance) will find it difficult, if not impossible, to obtain insurance coverage. Higher, more costly insurance premiums can be charged for dog breeds like pit bull, German Shepherd, Rottweiler and Doberman.



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*A service animal is not a pet. The ADA requires landlords to make an exception for an applicant with a trained animal that provides assistance to the applicant or their household member with a disability.*

- ▶ **Outdoor space.** Whether you simply like to entertain or need space for children to play, outdoor space can be high on the list of priorities for many renters. Keep in mind that the amenity of outdoor space may come with added responsibility, such as lawn care.
- ▶ **Laundry facilities.** What's your laundry preference? Do you own a washer and dryer and simply need to find a rental that offers washer and dryer hookups? Or do you want to live in an apartment complex that offers on-site laundry accommodations?
- ▶ **Parking.** Ask yourself, what do I consider adequate parking? The answer will vary. Even if you don't have a car, you may want to consider the parking conditions for guests. It's not uncommon for rental properties to impose restrictions or limitations on parking. One space per unit, assigned parking spaces for each unit and assigned parking for a resident's guest are examples of parking restrictions. Some larger apartment complexes may issue permanent decals for residents and temporary passes for guests.

Parking violators risk fines and the possibility of having their vehicle towed. It is the responsibility of the renter to inform their guests of parking restrictions or provide any applicable guest passes.

- ▶ **Desired moving date.** Do you need to find a rental quickly, or do you have time to shop around? Time constraints may limit your options. In some cases, a highly desired apartment complex may have a waiting list. Or, perhaps that single-family home is not available for immediate occupancy. Before you start your search, know your desired move-in date and whether you have any flexibility with that.

In addition, if you're moving from one rental to another, remember that you'll need to give your current landlord sufficient move-out notice.

- ▶ **Other details.** A few other things to consider may be your desire to have hard surface floors versus carpet, central air conditioning, extra closets or storage space, a pool or an energy-efficient unit.

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# Rental Search Assistance

One of the most important decisions we make is choosing our housing. Ideally, renters shouldn't spend more than 30% of their income on rent. With this in mind, finding affordable housing — with rent costs that are reasonable compared to the median income for the city or county — can be a serious challenge.

When rent costs are below the median income, the rental market is considered a low-cost rental market. An average-cost rental market is when rent costs are in line with the median income. A high-cost rental market is when rent costs are above the median income for the area. Staying within the 30% rent-to-income recommendation can be tough in a high-rent area. Here are some resources to help you with your search.

- ▶ **Housing locators** can be a valuable resource to help you identify available rentals that fit your budget and comfort level. These housing professionals are typically tasked with finding available rentals within their service area. Building and maintaining positive relationships with everyone from the smaller independent landlord to the larger management-controlled developments is critical. Helping potential renters locate affordable housing is their primary responsibility — especially for those who have other barriers to renting. Search for a HUD-approved Housing Counseling Agency by visiting [HUD.gov](https://www.hud.gov).
- ▶ **Print publications** such as newspaper ads and magazines are one type of resource. Bulletin board advertisements at public facilities, places of employment and university/college campuses are another source. In addition, many websites can assist with your rental search. Your local paper may offer an online classified database search. Property management and real estate companies often provide a listing of rentals handled through their offices on their websites as well.

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- ▶ [VirginiaHousingSearch.com](http://VirginiaHousingSearch.com) is a comprehensive housing locator service, sponsored by Virginia Housing. This rapidly growing database lets you look for rental housing throughout the Commonwealth using a wide variety of criteria and special mapping features. The site provides detailed information about rental properties to help you find housing to best fit your needs. The search site can be accessed at no cost, 24 hours a day. A toll-free call center is also available Monday – Friday, 9 a.m. – 8 p.m. EST, at 877-428-8844. Operators speak English and Spanish.
- ▶ [HUD.gov](http://HUD.gov) is the HUD website that has information on low-rent apartments for senior citizens and people with disabilities, as well as families and individuals.
- ▶ [GoSection8.com](http://GoSection8.com) is the largest rental listing service for the Section 8 housing market. The comprehensive database lets you locate and compare affordable rental homes currently available in your area. The listings are available online as well as through the bilingual call center at 866-466-SEC8 (7328). There is never a charge to access the rental listing.



*Virginia Housing provides links to HUD median income, federal income limits and Fair market rents. Visit our website at [VirginiaHousing.com](http://VirginiaHousing.com) to learn more.*

## Types of Rental Properties

Types of rental properties throughout Virginia are broad, but fall into a few basic categories: the traditional apartment complex; mixed-used property; efficiency, studio, flat or single-room occupancy (SRO); rental assistance housing; detached property (such as a single-family home); and mobile home. Understanding each of these categories will help you decide on the right rental home for you. Lease agreements (discussed in Chapter 5) can vary depending on the category of property you are renting.

- ▶ **Apartment complex.** A group of buildings that include several individual apartments, generally owned by one entity. The units share common grounds, and often share amenities such as laundry facilities, playgrounds and pools. Low-rise or high-rise complexes may have individual apartments horizontally stacked on several floors. This type of apartment

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community often has a common entrance and hallway. A complex of this type may have apartments attached vertically or side by side. Side-by-side apartments, often known as townhouses, typically have two or more floors and separate private entrances.

- ▶ **Mixed-use property.** A building or buildings with a combination of commercial and residential spaces. These properties typically include a mix of retail storefronts, restaurants, offices and housing, and are designed to be communities where one can live, work and play. Residential spaces are often on the upper floors, with commercial spaces on the lower levels — however, the opposite can be also found in some communities. Mixed-use units may range from traditional apartment floor plans to one-room efficiencies.
- ▶ **Efficiencies, studios and flats.** These terms all refer to a single-room unit with an enclosed bathroom. The unit includes all the essential areas found in a traditional apartment, but with little or no wall division between the areas. The living area, eating area, kitchen and bedroom are all together in one combined space. Typically, efficiencies have a full kitchen, while studios have limited kitchens. Some studio apartments may also feature a loft.
- ▶ **Single-room occupancy (SRO).** An SRO is a boarding or rooming house arrangement, such as a single-family home with one or more rooms for rent. Multiple individuals and/or families live under the same roof. Some rooms for rent have no or limited kitchen use. Some may include meals and other amenities in the rent. Other arrangements may require tenants to share in the maintenance, cleaning and household upkeep. The lease term may be for one or more weeks, one or more months, or for a year.
- ▶ **Rental assistance housing.** Rental assistance programs are available to help low-income families, elderly and disabled renters afford decent, safe and sanitary housing. Often referred to as subsidized housing, qualified tenants pay a portion of the fair market rent for the area. Four types of subsidized rent programs are:
  - Public housing rentals. The Department of Housing and Urban Development (HUD) administers federal aid to local housing agencies, such as a public housing authority, to manage public housing developments. The area authority will determine the eligibility of an individual or family to rent. The names of qualifying applicants are put on a waiting list until an applicable unit becomes available. Tenants generally pay 30% of

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their income, less program-eligible deductions toward rent. Contact the public housing administrator in your area for more information on the application process. Eligibility requirements include income limits and maximum rents.

- **Project-based subsidy.** This refers to privately owned rental housing (for-profit or nonprofit) that is made available to people with low incomes. As with the public housing program, HUD administers federal aid to the private owner of the property. Tenants generally pay 30% of their income toward the rent. Some units are available specifically for families, those 62 and older, those who are chronically mentally ill, people with AIDS, and those with mobility impairments.
  - **Tax credit properties.** Landlords who are participating in a tax credit program must rent all or some of their units to low-income renters. The maximum rental amount is based on the established Area Median Income (AMI) for the area. HUD develops the Fiscal Year Median Family Income for all areas of the county, including Virginia. You can find current median incomes for various locations on HUD's website HUD.gov.
  - **Housing Choice Voucher Program (formerly called Section 8).** A tenant-based subsidy program that provides approved applicants a rent subsidy voucher, enabling them to search for affordable housing. The voucher holder must find a landlord willing to lease to them and accept the voucher. Tenants generally pay 30% of their income toward rent. The program administrator pays the balance of the rent directly to the landlord.
- **Detached property.** The most common type of detached property is the single-family home. Although typically occupied by one family, some private homes are divided to include the primary residence (occupied by the owner) and a second space (occupied by the tenant). The secondary space is often known as an income suite. The rental unit includes the basics: bedroom, kitchen, bath and living areas. The unit can mirror a traditional apartment with walls or an efficiency/suite with no walls, or limited walls. While a single-family detached property may appeal to families with children, the income suite often appeals to individuals and couples.
- **Manufactured homes (also known as mobile homes).** A manufactured, or mobile, home is a transportable structure designed to be a dwelling unit, with connections to required utilities such as plumbing, heating, air conditioning and electrical. Some mobile homes are installed as a permanent dwelling, while others are not. There are specific laws for renting mobile

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homes. The Virginia Manufactured Home Lot Rental Act (MHLRA) establishes the rights and obligations of owners, landlords and tenants.

### Property Types

You have many options regarding rental property types. You must be sure to do your research and select the best option for you. Some may include properties that are part of a homeowners association or condominium. These property types have additional restrictions that you must be aware of before selecting them.

## Homeowners Association/ Condominium Renting

Homeowners association (HOA)/condominium (condo) rentals are dwelling units that the owners have vacated and are now renting out. Beware! Renting a dwelling that is part of a homeowners or condominium association is not like renting a typical apartment. There are strict rules and regulations that govern what can and cannot be done on the property. Although you're leasing directly with the owner of the property, the property association or board of directors still expects you, the tenant, to adhere to all rules. HOA/condo associations hold recurring meetings with individual property owners to discuss and make decisions regarding the property. Many associations will allow tenants to attend as observers only, but will not grant you voting rights.

The owner you rent from is still required to pay applicable association fees in their absence. If unpaid, the consequences can affect the renter. HOA/condo agreements often permit the association to terminate certain rights and privileges. The association is only required to communicate with the owner of record and has no obligation to inform the tenant of unpaid fees and subsequent consequences. Without notice, the tenant is left unprotected. For example, use of the community pool, fitness center and clubhouse can be terminated. The right to an assigned parking space may also be terminated, leaving the tenant's vehicle(s) subject to towing. The tenant may be caught off guard, only becoming aware of the situation when they are prohibited from using amenities or their vehicle has been towed.

It's important to understand the rules and regulations associated with these property types prior to signing a lease agreement. It is imperative to protect your interests.

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## Special Military Provisions

The Servicemembers Civil Relief Act (SCRA) provides some rental protection to active duty members of the armed forces, the Virginia National Guard and Reservists. It's important to be familiar with federal laws that govern apartment renting. Contact your installation's housing department, financial educator or JAG representative for specific questions and concerns.

While the SCRA provides rental protection to active duty military, the Disabilities Act and Fair Housing Act ensure people with disabilities are also provided rental protections. Learn more in the next section.



## People With Disabilities

Do you or someone in your household have a physical and/or sensory disability? The Americans with Disabilities Act (ADA) and the federal Fair Housing Act provide rules and guidance that address parking spaces, modifications and discrimination. Know your rights before beginning your search. Although Fair Housing laws require the landlord to permit modification, the cost of modifications can be expensive. It's usually the responsibility of the tenant to pay up front for any modifications needed to make a property accessible. In addition, the tenant may be responsible for restoring the property to its original unmodified condition after ending the lease. Keep in mind that modifications are often easier said than done.

Looking for a dwelling that already meets most, if not all, the accessibility needs of the household member can be a less expensive option. Several local and national search sites can help you find rentals with features such as wider doors, grab bars and entry ramps.

For example, VirginiaHousingSearch.com contains information on the accessibility features available in some properties. In addition, ask apartment locators for help and reach out to agencies in your area, such as the Centers for Independent Living (CIL).

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## Renting Alternatives

Should you be unable to obtain permanent housing or find a suitable independent living unit to rent, various temporary housing and supportive services are available. Check with your local city or county office to learn more about: assisted living facilities, halfway homes, shelters, sober living facilities, transitional housing and HUD's Veterans Affairs Supportive Housing (HUD-VASH).

## Beware of Rental Scams

Don't be a victim of rental property scams. Scammers often advertise through online sites such as Craigslist to get people to give them money for properties that are not really available or simply don't exist. It's all an elaborate trick! However, it's possible to spot phony ads. Below is a list of red flags and suggestions you should consider while searching for that right place and before giving any money.

- ▶ **Red flag!** Upfront Payments. Beware of individuals who ask for money before the potential renter has actually viewed the property, such as application fees or security deposits.
- ▶ **Red flag!** Cash-only Payments. Beware of individuals who ask for cash only and will not accept guaranteed funds such as a cashier's check or money order. Potential renters should never wire funds or provide credit card or bank account information to unknown persons.
- ▶ **Red flag!** Properties that come up for sale and not for rent, a nonexistent address, or a business address rather than a residential property: Run an online search of the property address, the supposed landlord's name and any other contact information, such as email address and telephone number. Be especially cautious when no or limited contact information is provided.
- ▶ **Red flag!** Shows up in unrelated areas. Check and see if the advertisement pops up in another unrelated ad by cutting, copying and pasting a section of the advertisement into a search engine like Google. Scammers often copy real ads and may lower the price to deceive prospective renters.



- ▶ **Red flag!** Priced below the rental market. If the rental unit is priced extremely low and seems to be a great deal, ask yourself, “Is this too good to be true?” Take a moment to research comparable rents in the same neighborhood. This will help you understand what the average rent is and if the low-priced unit you found matches up. Everyone wants a good deal, but is it really a good deal or a scam?

### Suspect Fraud?

If you suspects fraud or were a victim of rental fraud:

- ▶ Report the incident to local law enforcement
- ▶ File a complaint with the Federal Trade Commission (FTC) — [FTC.gov](https://www.ftc.gov)
- ▶ Contact your local Virginia Legal Aid Society at [VLAS.org](https://www.vlas.org) or the Legal Aid Justice Center at [JUSTICE4all.org](https://www.justice4all.org)
- ▶ Report the scam to the State Attorney General’s Office — [OAG.state.va.us](https://oag.state.va.us)
- ▶ Contact the website, newspaper or other sources of the ad immediately!



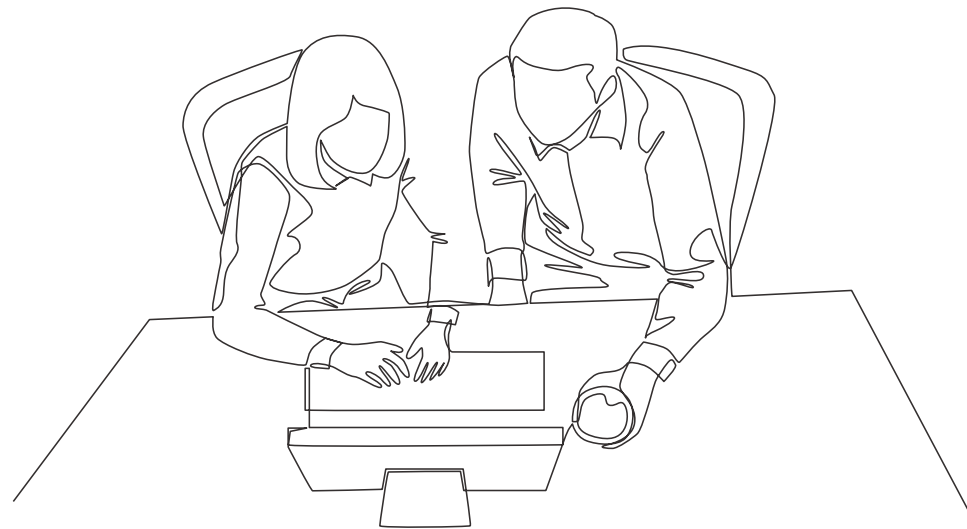
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# Chapter 4

## Handling the Application Process

It took some time and effort, but you found the perfect rental you can't wait to call home. Now it's time to complete a rental application. Although there's no standard application, the documents involved are similar. Most landlords will ask applicants to disclose personal information that will enable them to check the prospective tenant's eligibility. It's important to be honest and answer all questions completely. This chapter details the process and identifies standard application questions.

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## Private Owner vs. Property Management Company

A residential landlord is defined as an owner (Private Owner) of one or more dwellings. In the case of multiple dwellings, the units may be clustered together or located in various areas. A landlord is also defined as the agent (Property Management Company) for the private owner. Keep in mind an owner could be a single person or a type of partnership, company or government agency.

The private owner can choose to act as the landlord or enter into an agreement with a designated representative, typically a property management company, to act on their behalf. The duties of the management company often include:

- ▶ The application process (discussed in this chapter).
- ▶ Executing the lease.
- ▶ Collecting fees, deposit and rent.
- ▶ Handling tenant concerns.
- ▶ Resolving maintenance issues.
- ▶ Handling delinquency notices and court procedures.
- ▶ Unit turnover.

### Private Owners and Property Management Companies

All private owners and property management companies are not created equally. That means there's no absolute answer when asked whether it is better to rent from a private owner or a property management company. However, here are a few factors to consider:

- ▶ **Length of lease.** A private landlord may be more flexible in negotiating the terms of your lease agreement. However, the ultimate decision belongs to the owner. Management companies are typically restricted to established lease terms, and often cannot grant waivers. The private landlord, however, could agree to a month-to-month, six-month, yearly, or any other term length. Private landlords may also negotiate application fees, the security deposit, rent amount and other lease terms.



- ▶ **Background check.** More than likely, a management company will conduct a full screening. One of their primary responsibilities is to ensure the dwelling or development is occupied by tenants who will obey all rules and regulations. Background checks help with this decision. Private landlords often don't have the resources, or don't wish to invest the funds, for conducting a full screening. Because of this, applicants with credit issues and other issues may have a better chance to rent from a private landlord.
- ▶ **Knowledge of the laws.** The Virginia Residential Landlord and Tenant Act (VRLTA) sets mandates for the owners of multiple rental properties and their agents. Thus, property management companies likely have a good knowledge of the law. Some (eligible) private landlords may have opted out from following the VRLTA, so they may not have complete knowledge of the Act. However, opt-out landlords must be familiar with the Security Deposit, Sign Lease Agreement and Disclosure laws.
- ▶ **Concerns and complaints.** The timeliness in which concerns and complaints are addressed is important to all renters. This factor could vary with private landlords, as well as with management companies. Some private landlords who reside locally may be easy to reach and able to respond quickly. Absentee landlords (those who reside out of the area) may not be readily available. They may also have the added challenge of locating and hiring (when necessary) people to assist.

On the other hand, management companies keep normal business hours and typically have a contact number for emergency situations. They also typically have administrative and maintenance staff available to handle concerns and complaints.

## Landlord's Objective: What Are They Looking For?

Simply put, landlords want a "good" tenant — someone who will pay the rent on time, maintain the property and follow the terms of the lease agreement. They also look for sufficient income to pay the rent and other financial obligations.

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Landlords don't look favorably on applicants who owe past due rent and other monies to a previous landlord. They also don't want to rent to an applicant with a history of property neglect or damages.

To assess the desirability of a prospective tenant, landlords will often conduct a background check that may include a former landlord check, income check, credit check and a criminal record history check.

Before they can review your income and perform a background check, they must have a completed application.



## Obtaining the Application

The first step to completing an application is to contact the landlord or their agent to get an application form. Some landlords may require applicants to complete a written form. Others may use an electronic version of the application that allows prospective tenants to fill it out and submit it online.

## Completing the Application

Before completing the application, it's important to read the instructions carefully and follow them exactly. For written applications, be sure to write legibly. An application that's hard to read could hurt your chance of renting the home you desire. Whether completing a paper or electronic application, you should:

- ▶ Answer all questions completely, accurately and honestly. Never lie!
- ▶ Take your time and never leave applicable questions unanswered.
- ▶ Don't skip over questions or leave out information just because you don't have it readily on hand. This will only cause processing delays.

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### Application Components

Here are a few items applicants are often asked to provide, and a brief explanation as to why landlords require it.

- ▶ **Name (First, Middle and Last).** The full names of all applicant(s) are necessary to initiate a background search. Don't forget to include any suffix, such as Jr. or Sr. Some applications may ask for any former names used as well, such as a maiden name.
- ▶ **Social Security number.** This is also needed to run a background check. The nine-digit Social Security number (SSN) assigned to an individual by the Social Security Administration is a "matchless" personal identifier. Therefore, landlords require this information to confirm the applicant's identity. You may be asked to show your Social Security card and/or provide a copy of it.
- ▶ **Proof of identification.** A photo ID, such as a driver's license or military or government ID, is often required to verify an applicant's identity. Because identity theft is an ongoing concern, a photo ID is preferred, and often mandatory.
- ▶ **Date of birth.** This information is used to verify an applicant's age. Minors under the age of 18 aren't permitted to enter into a rental lease agreement, so landlords need to ensure that the prospective tenant is of legal age.
- ▶ **Other occupants.** The applicant will need to list all household members who intend to occupy the dwelling. This includes other adults and minors. Often the date of birth and relationship to the applicant are also needed.



*Local occupancy restrictions may prohibit a family size of five from occupying a two-bedroom dwelling. In addition, rental assistance programs will assess all household members when calculating the tenants' rental/subsidy payment.*



- ▶ **Current address.** No matter what your living arrangements are, the landlord will request the address of your current residence. Often landlords contact the applicant's current landlord to determine if the applicant is on time with their rent payments and any other applicable fees. If not, landlords can ask the current status of the tenant's lease. For example, is there an eviction pending? Other inquiries may include the tenant's overall history, including following rules and regulations, history of property damage and history of late payments.
- ▶ **Previous address.** A landlord reference often includes an inquiry about the applicant's previous residency. The applicant's past rental history is important information. The inquiry may include whether or not rent was paid on time and whether the former tenant vacated with monies owed. Landlords will make the assumption that if the applicant was on time in paying the former landlord and conducted themselves within the terms of the agreement, they will continue to do so. The opposite is also true. A history of delinquency, poor conduct or excessive maintenance and damage issues will reflect negatively.
- ▶ **Telephone number.** While the application is being processed, additional information or clarification may be needed. Having a contact number is often the fastest way to get in touch with the applicant and avoid processing delays.
- ▶ **Email address.** Email can be used as an alternative way to contact the applicant. Providing an email address allows the applicant or the landlord to receive required documents as an email attachment.
- ▶ **Income verification.** Can you afford to pay the rent each month? Do you have sufficient income? Employment and other sources of income are verified and calculated to answer these questions. You may be asked to provide documented proof of income, such as pay stubs, bank statements, etc. In addition, some landlords may request that applicants sign a third-party release of income form. The form authorizes employers, financial institutions and others to provide the landlord with verification of the applicant's income.



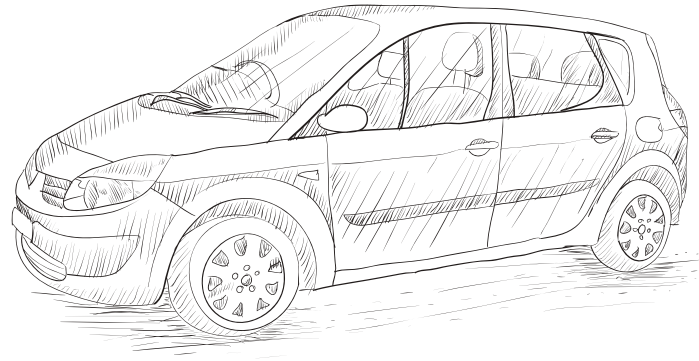
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- **Vehicle information.** It's not uncommon for some apartment dwellings to have designated parking spaces or areas for authorized residents. This is why requested vehicle information often includes license plate number, make, model and vehicle color.



- **Pet information.** Rental properties that permit pets will request detailed information regarding the applicant's pet. This may include the pet's size and breed. A pet deposit or fee may be required as well.

## Signing the Application and Other Related Documents

By signing the application and any related documents, you are confirming the accuracy of the information you've provided. It's important to read any print that precedes the signature section to make sure you understand what you are authorizing the landlord to do with your information. A general "Release of Information" form is often signed, in addition to the application. The form will state that the applicant gives their permission to have information about them released to the landlord or the landlord's agents.

## Submitting the Application

Once you've completed the application and attached any required documents, it's time to submit your application. This is when landlords may require an application fee (discussed in the next section). Before you submit, take time to look over the application. Make sure to ask the landlord or their agent for clarification regarding any questions you may have. Again, never skip questions.

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## The Application Fee

This fee generally covers any costs associated with processing your application. This may include what the landlord is charged to obtain a credit history and criminal record history report. The application fee cannot exceed \$50 per applicant for property regulated by the Virginia Residential Landlord and Tenant Act (VRLTA). Public housing or other housing regulated by the U.S. Department of Housing and Urban Development (HUD) cannot exceed \$32.

If the application fee seems unreasonably high, you have the right to ask for an explanation of how the fee monies are spent. Generally, the application fee is not refundable.

## The Verification Process

It could take a few days for the landlord to process your application. Getting a credit history or criminal record report is relatively simple. However, getting third-party verifications, such as the landlord reference and income verifications, could take longer. Ask the landlord for a time frame — approximately how long should it take for a decision to be made? Get clarification — should you expect a telephone response, email notification or should you check back?

During the processing period, the landlord may call your current and/or previous landlord and telephone the employer listed. The first step, however, is calculating whether or not your income is sufficient to pay the required rent. This means a look at your debt obligations as well. An obligation is any financial responsibility, not just debt that appears on the credit report.

Remember, not all creditors report to the credit reporting agencies. For example, some individuals may be required to pay child support. This debt would only appear on the credit report if it were delinquent. In addition, some landlords may ask to see your checking or savings information.

This verification process is conducted for all parties who sign the application/lease and will be responsible for the rent and property.

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## Reasons for Application Denial

If you aren't approved for the rental, you have the right to ask the landlord why. Listed below are common reasons landlords deny applications.

- ▶ Insufficient Income: The length of employment may be too short, you might not have any credit history or you may have adverse credit with delinquencies, judgments, collections, bankruptcy or foreclosure.
- ▶ Criminal history (typically felonies).
- ▶ Negative rental history:
  - Not paying on time.
  - Delinquent amount still owed.
  - Evictions.
  - Substantial damages.
  - Improper conduct/behavior.
  - Other lease violations.
- ▶ Smoking.
- ▶ Pets.
- ▶ Dishonesty; making false or untrue statements.



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## Submitting the Security Deposit



In addition to the application fee, some landlords require a security deposit when submitting the application. If the landlord decides to deny your application to rent, the security deposit will be refunded within 20 days. If your payment was made by cash, cashier's check or money order, your payment will be refunded within 10 days. The security deposit will be refunded within 20 days if you decide not to rent. Reasonable attorney's fees and the amount wrongfully withheld can be recovered if the landlord fails to refund the security deposit.



**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](http://VirginiaHousingLearningCenter.com)

# Chapter 5

## Understanding the Lease Agreement

The rights and responsibilities of both the landlord and the tenant are spelled out in the lease agreement. The Virginia Residential Landlord and Tenant Act (VRLTA) covers most residential rental agreements, but not all. Some properties and landlords are exempt from the Act. If the lease was prepared in accordance with the VRLTA, it will be stated in the rental agreement.

Whether a rental lease agreement is covered by the Act or not, landlords are expected to comply with building and housing codes, make necessary repairs, ensure major systems and appliances are in working order, and ensure the dwelling and common areas are safe. Tenants are responsible for keeping the dwelling clean, paying their rent on time and quickly notifying the landlord about any concerns.

This chapter covers guidelines set by the VRLTA. It also explains the importance of reading and understanding the lease agreement, and where to find assistance if and when you need it. We'll also explain the types of lease agreements, the truth about common misunderstandings and how rent-to-own programs work.

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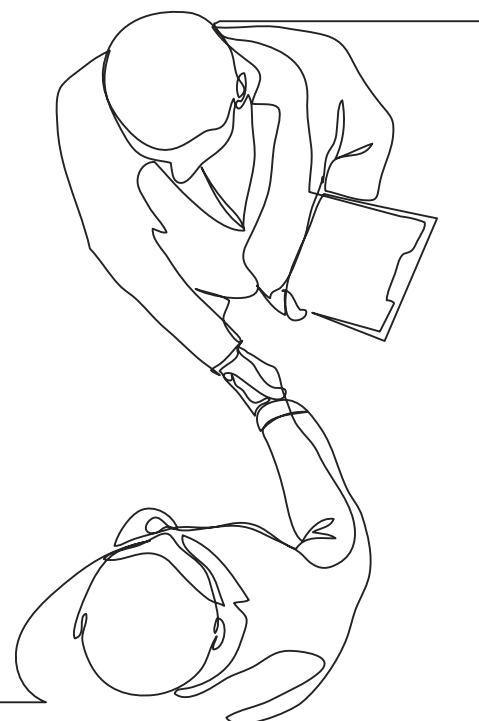
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## What is the Lease Agreement?

The lease agreement, also known as the rental agreement, is a legally binding document that outlines the rights and responsibilities of both the landlord and the tenant. This includes those acting on behalf of the landlord, such as a property management company, maintenance staff and contractors. The agreement also includes guidelines for the guests of authorized tenants. A lease agreement can contain language that is not easily understood and favors the landlord. This is why it's so important to completely understand the agreement before you sign it.



## VRLTA Landlords and Opt-Out Landlords

Throughout Virginia, local and county governments set regulations for landlords who lease one or more properties within their jurisdiction. Often these rules are limited to building and housing codes. The Virginia Residential Landlord and Tenant Act (VRLTA) is much broader in that it requires certain properties and certain landlords to follow laws specifically outlined in the Act. Although not legally required to do so, some non-VRLTA landlords do follow the laws in full or in part.

VRLTA landlords, and opt-out landlords who follow the laws, must include a VRLTA Disclosure within their lease agreement. The disclosure acknowledges that the agreement was prepared in accordance with the VRLTA. All other leases are written at the discretion of the landlord. All lease agreements must be in writing.



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## Before You Sign

First and foremost, read the lease agreement in its entirety. If possible, take the lease agreement home to read through before you sign. If you have questions about the lease, ask the landlord for clarification. If assistance is still needed, locate a Department of Housing and Urban Development (HUD) Housing Counseling Agency. HUD provides a list of HUD-approved housing counseling agencies on their website at [HUD.gov](https://www.hud.gov). Search the site for an agency that provides rental counseling which includes reviewing lease agreements. Counseling provided by HUD-approved agencies is free.

You can also find free legal assistance from various sources throughout the state, including:

- ▶ [VALegalAid.org/find-legal-help/directory](https://www.valegalaid.org/find-legal-help/directory)
- ▶ The Virginia Legal Aid Society at [VLAS.org](https://www.vlas.org)
- ▶ Legal Services of Northern Virginia at [LSNV.org](https://www.lsnv.org)
- ▶ Central Virginia Legal Aid Society at [CVLAS.org](https://www.cvlas.org)
- ▶ Southwest Virginia Legal Aid Society at [SVLAS.org](https://www.svlas.org)
- ▶ Legal Aid Justice Center at [Justice4all.org](https://www.justice4all.org)



*Free assistance may also be provided by other legal professionals, such as Legal Aid. Check for available rental assistance in your area. In addition, the Judge Advocate General Corps (JAG) provides assistance to military service members.*

### Understand and Agree to Terms

While reviewing the lease, and before signing, check to see if you agree with and understand all of its components.

#### Term

The length of the lease (term) and the renewal policy.

#### Address

The address of the property (make sure it's the unit you agreed upon).

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### Rent Amount

The rent amount, security deposit or other costs paid in advance (or that you're expected to pay in the future). This may include utilities, trash removal, pet deposit and parking fees.

How and when the rent amount can increase.

### Rent Payment

Rent payment details: where to submit, the due date, late charges and acceptable forms of payment (i.e., cash, check, money order).

### Occupancy Rules

Occupancy provisions and the guest policy.

### Other Policies and Rules

Other policies, such as pet, smoking or damages provisions.

Who to contact with concerns or complaints.

The landlord's right to terminate the lease.

How to give proper notice when you decide it's time to vacate.



## Verbal Lease Agreements

In Virginia, verbal lease agreements are not legal. Effective July 1, 2019, landlords must provide written leases. If the landlord does not do that, the law will establish a lease that will specify the following: the lease term will be 12 months, a fair market rent will be paid in 12 equal monthly payments in the amount agreed upon, a reasonable late fee shall be paid if rent isn't paid by the fifth of each month, and the landlord may collect a security deposit no greater than two months' rent. During the walk-through, take pictures and document any areas of concern, especially preexisting damage. Be sure to make the landlord and/or management company aware (in writing) of any damages. Always keep copies of this documentation for yourself.

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## Month-to-Month Lease

The month-to-month lease ends at the end of each month and must be renewed monthly. This lease is good for someone who isn't sure how long they're going to be in the area or someone waiting for permanent housing elsewhere. Some disadvantages of the month-to-month lease include:

- ▶ The rent can increase monthly.
- ▶ The wording in the lease may change.
- ▶ The landlord may decide not to renew the lease.
- ▶ Rates may be significantly higher when leasing month to month as a way for the landlord to make the entire profit off the lease, no matter what the term is. For example:
  - 12-month lease at \$500/mo. ( $12 \times \$500 = \$6,000$ )
  - 9-month lease at \$667/mo. ( $9 \times \$667 = \$6,003$ )
  - 6-month lease at \$1,000/mo. ( $6 \times \$1000 = \$6,000$ )

## Standard Terms of the Lease Agreement

The lease agreement outlines rules, regulations, rights and responsibilities, as well as policies and procedures. Common sections of a standardized lease agreement include:

- ▶ **Effective date.** The lease agreement must be signed by all applicants before occupying the dwelling. The date on which the lease is signed is considered the effective date. Signing the lease is often done days before the move-in date. That means the effective date and move-in date can be different. Remember, once you sign it, the lease becomes a legally binding agreement. You could lose all or part of your security deposit if you fail to take possession of the home.
- ▶ **Parties.** All applicants responsible for the rent and for compliance with the terms of the agreement will be listed in this section. This includes the names of both spouses, co-tenants and co-signers. This section will also list the name of the landlord(s), partnership and property management company, if applicable.
- ▶ **Terms.** The length of the lease will be indicated as a start date and an ending date. The property address may also be included in this section.

- ▶ **Rent.** The total amount of rent due from the start to ending date is typically indicated in this section, along with the initial rent payment amount, monthly recurring amounts and the final payment amount. All other amounts you're expected to pay (other than a security deposit) may be provided in this section as well. This section also provides important information regarding when and how payments are to be submitted. Paying in person, by mail or direct deposit into the landlord's designated account are a few payment options.
- ▶ **Mailing Rent.** If payment is mailed, the tenant assumes the risk that the payment may be lost in the mail and that they may be required to submit another payment in the event that the first payment does not reach the landlord. The landlord shall consider rent received by mail as having been timely paid as long as it's postmarked by the due date. Checks and money orders shall be made payable to the landlord unless the tenant is otherwise notified in writing. Each check or money order shall include the address of the premises.  
Never mail cash!
- ▶ **Late fee.** The amount charged when a payment is received after the allowed grace period (specified in the lease). Normally, this fee is a percentage of the rent payment, but it may also be a set amount. Paying rent and other charges late can be costly. Rent is typically due on the first of each month, with grace periods of five days. The lease agreement may specify that any amount not received by 5 p.m. on the fourth day after the due date will be assessed a late fee of 10%. So, if the late fee is 10% of the unpaid amount, and the unpaid amount is \$600, the tenant would be responsible for an additional \$60 ( $\$600 \times 10\% = \$60$ ).
- ▶ **Return check fee.** Also referred to as "insufficient funds" and "dishonored checks," this is a fee charged when the bank does not honor the check payment submitted due to insufficient funds. When landlords incur these fees, they pass that cost on to the tenant. For example, the tenant could be assessed an additional \$50 for each returned check, plus any applicable late fee and other recoverable amounts. Recoverable amounts could include legal and court costs. In addition, the landlord may require that future rent payments be made by guaranteed funds such as cash, money order, cashier's check, certified check or automatic electronic payment.
- ▶ **Security deposit.** This is one of the most important parts of the lease agreement. The amount of security deposit paid upfront is found here. In addition, the lease often provides details regarding:

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- **Tenant's breach of lease.** The landlord may deduct from the security deposit the amount of any damages to the rental unit. In addition, tenants are not entitled to have the security deposit applied to unpaid rent or late fees during the term of this lease, or to have the last month's rent deducted from the deposit.
  - **Termination of tenancy.** The security deposit will be used to pay for all reasonable repairs and cleaning costs caused by the tenant. It's important that you leave the premises in good repair and condition (reasonable wear and tear excepted), and return all keys.
  - **Processing the security deposit.** If the tenant complies with all terms and conditions of the lease, the landlord will return the security deposit, along with any accrued interest, if applicable. The landlord will provide tenants an itemized list of security deposit deductions (if any) within 45 days, or as required by law.
  - **Excess damages.** If damages exceed the amount of the deposit and require the services of a third-party contractor, the landlord must give written notice to the tenant advising them of this. VRLTA-covered properties are required to provide this notice within 45 days. With this notice the landlord has an additional 15 days to provide an itemization of the damages and the cost of repair(s).
  - **Forwarding address.** Tenants are required to provide the landlord written notice of their forwarding address on or before termination of the tenancy. The landlord will mail any refundable amount, plus the required documentation, to the forwarding address provided. If no forwarding address is provided, the landlord will use the address of the leased premises. In this case, the tenant should make sure that the post office has a forwarding address on file.
  - **Co-tenants.** The landlord is only required to write one check payable to all authorized tenants (more on co-tenants later in this chapter).
- **Authorized minors and other occupants.** This part of the lease agreement often limits occupancy to the household members listed on the application. The name and relationship to the applicant will be recorded, and the lease typically excludes anyone else from occupying the dwelling.

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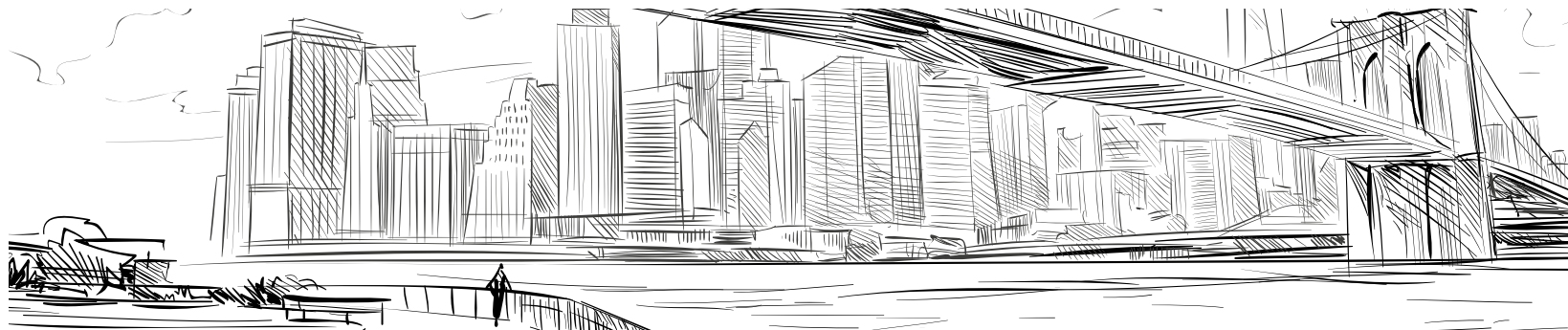
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- ▶ **Residential dwelling only.** The lease agreement often restricts use of the premises for any purpose other than as a residential dwelling. Restricted uses often include:
  - Unlawful activities.
  - Unreasonable interference with the rights, comforts or conveniences of neighbors.
  - Unreasonable interference in a manner that will cause any type of damage.
  - Hosting parties or gatherings in excess of the number of people and times permitted.
  - Sub-leasing (described later in this chapter).
- ▶ **Move-in and move-out.** The condition of the property prior to move-in and once the dwelling has been vacated is typically covered in this section of the lease agreement. Landlords are expected to deliver a residential unit in a safe, clean and habitable condition. This includes a dwelling free of rodents, pests and visible mold. In addition, the property should have a smoke detector(s), utilities and appliances in working condition.

*Tip*

*Most leases will include sections that list the dwelling appliances, other properties, and utilities that are the landlord's responsibility and which are the tenant's responsibility. Reasonable efforts to prevent the accumulation of moisture and growth of mold are the responsibility of both.*



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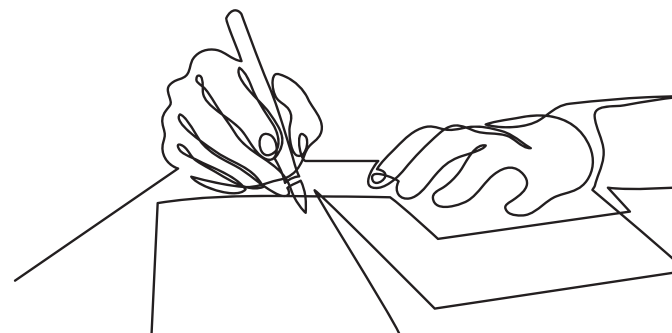
### Move-In/Move-Out Conditions

The condition of the property at move-in is extremely important. Some landlords will provide a “Move-in/Move-out Condition” report. If no report is provided, you should take the initiative to inspect the property yourself and prepare your own condition report. Take pictures! Some cameras and other video devices have time/date stamp technology. If applicable, make sure this feature is turned on. Submit that report to the landlord, but keep a copy for your records. Remember, tenants are expected to maintain the dwelling in good condition, less reasonable wear and tear.

At the time of move-out, the ability to prove a condition was preexisting when you moved in will be valuable. You have the right to request a move-out inspection and be present during the inspection. Again, take pictures! This request should be made at least two weeks in advance of your moving out date.

### Termination of Lease and Inspections

- ▶ **Termination of lease.** Either party can terminate the lease when something in the lease agreement is not complied with. The termination should be done in writing.
- ▶ **Inspections.** Landlords can inspect the property during the renter’s tenancy. At least 48 hours’ prior notice is customary. Most leases will have a detailed section regarding maintenance and damages. This usually will include:
  - Use of electrical, plumbing, heating, ventilating, air conditioning and other fixtures, and appliances.
  - Tenant’s responsibility for general maintenance. Apartment communities with on-site maintenance often:
    - ▶ Change filters.
    - ▶ Clean exterior/siding.
    - ▶ Replace screens and broken glass.



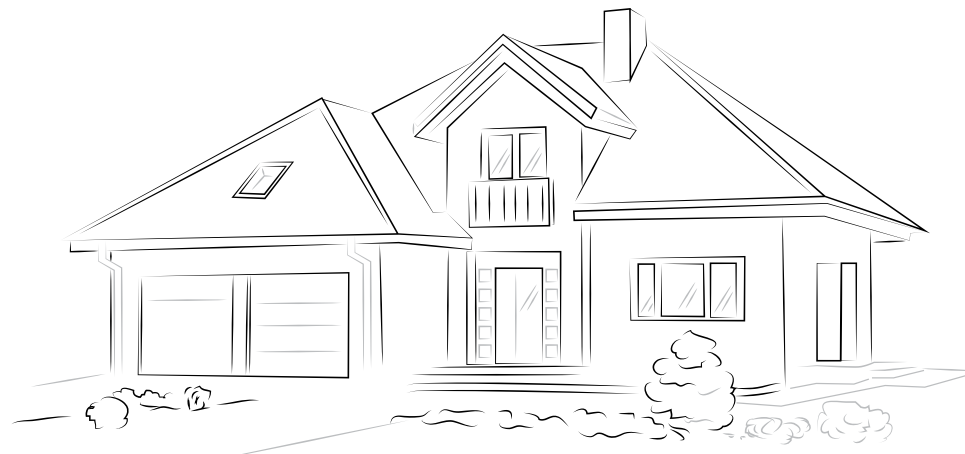
- ▶ Unclog drains and other plumbing stoppages.
- ▶ Exterminate for infestation of pest or rodents.
- ▶ Provide sidewalk and driveway care.
- ▶ Maintain grounds, including landscaping.

However, if you rent a single-family house, condo or townhouse, you may be required to handle all or some general maintenance and damage repair.

## Optional Lease Provision

Additional provisions that may or may not be part of a lease agreement include:

- ▶ **Early rent discount.** Some landlords may reward tenants with a rent discount for paying their rent before the due date. An example of this would be a provision that rent in the amount of \$600 will be reduced to \$550 when the payment is received prior to the due date (typically the first of each month). In this example, there is a \$50 incentive to pay before the first. Read this section thoroughly to clearly understand the provision.
- ▶ **Prepaid or advanced rent.** A tenant may offer, and a landlord may accept, prepaid rent. If a landlord accepts prepaid rent, they are to deposit the prepaid amount in an escrow account in a Virginia federally insured depository by the end of the fifth business day following receipt of the payment. The total amount remains in the account until such time as the prepaid rent becomes due. Unless the landlord has otherwise become entitled to receive any part of the prepaid rent, it may not be removed from the escrow account without the written consent of the tenant.



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- ▶ **Renters insurance clause.** This clause either suggests or mandates that the tenant buy a renters insurance policy for the lease term. Renters insurance protects the renter's property and provides liability coverage for the renter. It may also reduce the landlord's liability. Where mandated, the tenant would agree to provide the landlord sufficient proof that a policy was purchased.
- ▶ **No-smoking clause.** Where applicable, some landlords will add a no-smoking clause to their lease agreement. This is most common in single-family houses and senior developments. Other properties may provide a designated smoking area.
- ▶ **Pet clause.** This clause indicates whether or not the landlord permits pets. If allowed, there may be restrictions such as the type, size and breed. In addition, if pets are allowed, a nonrefundable fee or deposit is often required. Except for qualified service animals, landlords reserve the right to prohibit pets.
- ▶ **Prompt notification for repairs clause.** Landlords may add a separate clause that mandates the tenant's responsibility to notify the landlord within a certain time frame if something breaks. It can be verbal or written notification. Addressing problems before they become larger and more costly problems is better for everyone.
- ▶ **Smoke detector clause.** This clause may clearly state that the tenant, all household members and their guests are responsible for reasonable care and maintenance of all smoke detectors, including interim testing. The tenant will notify the landlord promptly of any malfunctioning detectors. Most importantly, the occupants shall not do anything to render the detector inoperable, to include:
  - Tampering.
  - Removing working batteries.
  - Disconnecting the smoke detector.

## Addendum to Lease

An addendum to the lease is used to add, delete or modify any or all of the information of the original lease. The addendum can be requested by the landlord or the tenant.

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A good example of an addendum is, if your lease agreement does not mention anything about pets, but you would like to have a pet. It would be beneficial for both parties to create an addendum indicating that pets are allowed and the tenant is responsible to clean up after the pet as well as for any property damage caused by the pet. The addendum cannot replace the original lease agreement, but it's always a good idea to have an addendum referenced in the original lease.

## Types of Rental Agreements

**Co-tenants.** Sometimes a lease agreement is entered into with one or several individuals. All parties who signed the agreement are considered co-tenants and are equally responsible for rent and all monies owed, the care and maintenance of the property and the lease provisions.

A separate agreement could be established between the co-tenants only. This document could outline the responsibilities of everyone. It may include how much each tenant is to pay toward the rent, which bedroom is occupied by whom, division of utilities, a cleaning schedule and other specifics.

In some college-area housing, co-tenants can sign individual leases with the landlord and only be responsible for their individual rent. In this scenario, one tenant would not be liable for any damages the other tenant does to their bedroom, although everyone is liable for damages done to common areas in the apartment.

**Co-signing.** Some applicants will face challenges getting application approval. These challenges may include having no established credit, insufficient credit and an inadequate employment history. These potential renters can turn to a friend or family member to assist by asking them to co-sign on the lease agreement. Co-signers take on the responsibility of paying rent and any other costs if the tenant fails to do so.

If the co-signer is creditworthy and shows sufficient income, some landlords may permit this type of agreement. Co-signers are subject to background checks like those done on the actual tenant. Co-signing is a big commitment. The tenant could receive application approval based on their co-signers. However, the co-signer is putting their trust in the tenant. No one wants to pay someone else's debt.

Parents often co-sign for their children to help them establish credit and a rental history. Paying rent on time and adhering to the lease terms will help with future rentals and eliminate the need

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for a co-signer next time. However, it's important to know that failure to pay the rent should not be taken lightly just because you have a co-signer on your lease agreement. The landlord will take action against you as well as the co-signer.

**Sub-leasing.** Most landlords do not allow tenant(s) to sublease all, or even a portion, of the premises. (Remember the occupancy and guest provisions mentioned above.) Landlords who will permit this type of agreement often require you to get written permission from them. Landlords are never obligated in any way to grant permission. Some landlords require a sub-lessee to undergo credit/background checks, fill out an application and sign a new lease or addendum stating the sub-lessee is taking over the current tenant's lease.

In Virginia, the lessee is still liable to pay rent to the landlord, whether or not the sub-lessee pays their rent. That's why it's always highly recommended that you check the credit of all potential sub-lease tenants.

## As-is Lease Agreement

In addition to the lease agreement types described previously, there is also an as-is lease agreement. Under this agreement, the landlord does little to no interior maintenance, repair or replacement of damaged items, or yard maintenance. If an as-is lease is provided, read it carefully. As the name implies, you're renting the property exactly the way it is. The rent is typically reduced when the tenant is responsible for all maintenance and yard work.

## Common Misunderstandings

It is imperative to be clear about your rights and responsibilities as a tenant, and what your landlord can and cannot do. Here are a few common myths about landlord and tenant rights and responsibilities, and the facts you should be aware of:

### Eviction & Arrest

**MYTH:** Your landlord can evict you immediately or have you arrested for not paying your rent.

**FACT:** Your landlord cannot have you arrested for nonpayment. After nonpayment of rent, the landlord must provide the tenant with a letter of nonpayment. If the tenant has still not paid, then the landlord may proceed with terminating the lease and initiating the eviction process.



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### Job Loss

MYTH: Tenants can be evicted if they lose their job or become disabled.

FACT: Losing a job or becoming disabled is not a reason for eviction. However, if the job loss or the disability causes the tenant to miss rent payments, the nonpayment of rent would be a cause to initiate eviction procedures.

### Insurance

MYTH: The insurance the landlord has on the rental property will cover all of the tenant's personal belongings.

FACT: The insurance that the landlord has on the property will only cover the landlord's property. The coverage will not cover the tenant's personal property. Renters insurance is what covers the tenant's personal property.

### HOA/Condo Fees

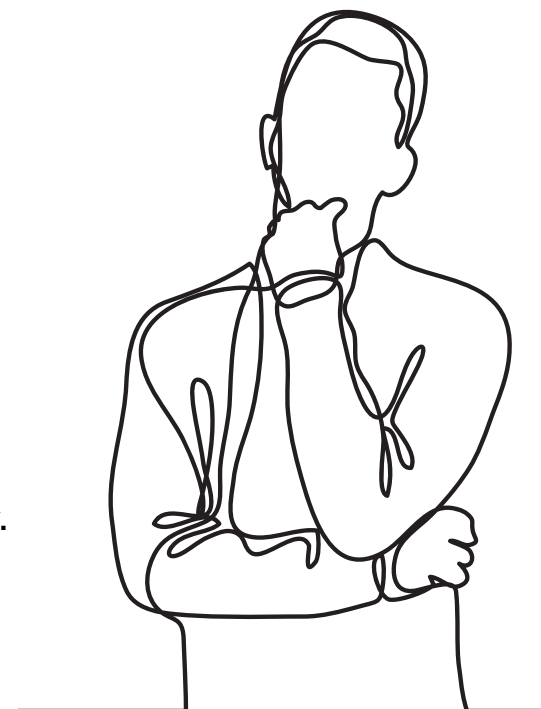
MYTH: When renting a condo or a townhouse, it is the responsibility of the tenant to pay the HOA/condo fees.

FACT: In most cases, the landlord is responsible for any HOA/condo fees. However, the landlord could add a clause in the lease agreement that makes paying the HOA or condo fee the responsibility of the tenant. Tenants should make sure they are aware of the HOA/condo provisions.

### Inspections

MYTH: The landlord can enter your dwelling to inspect the property whenever they like and as often as they like.

FACT: All landlords must provide the tenant advance notice (except in the case of an emergency) before entering a tenant's dwelling.





## Repairs

MYTH: The tenant can withhold rent until the landlord makes repairs.

FACT: Tenants can never withhold rent. You must follow the Tenant's Assertion procedures of the courts.

## Rent-to-Purchase Programs

Throughout Virginia, the terms “rent-to-own,” “rent-purchase,” and “lease-purchase” are often used interchangeably. What some areas or programs define as their “Rent-to-Own” program, another area or program will define as their “Lease Purchase” program. Both have many common characteristics. The main one is that they provide the renter with an opportunity to purchase the leased property at some point in time.

This may be a great option for tenants who would like to own, but currently face challenges getting a traditional home loan. Traditionally, homebuyers need to acquire financing (a mortgage loan) in order to buy a home. Lenders require that borrowers qualify for a home loan, including providing proof of:

- ▶ Sufficient income.
- ▶ At least two years of steady employment or other income.
- ▶ A good credit history.
- ▶ Adequate savings.

### Common Rent-Purchase Programs

Rent-purchase programs allow the tenant to rent the home they wish to buy, while giving them time to overcome financial challenges. In other words, the tenant may be working toward improving their credit and making regular deposits into a saving account.

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Rent-purchase programs also feature an escrow account, in which a portion of the tenant's rent is set aside for the eventual purchase of the property. The set-aside is used toward the down payment and/or purchase of the property. This chart shows the similarities and differences of two common rent-purchase programs. To avoid confusion, we will simply title the purchase programs as Option 1 and Option 2.

	Option 1	Option 2
<b>Term (Length of Agreement)</b>	12 – 36 months	15, 20 or 30 years
<b>Set-aside Payment</b>	Applied toward down payment	Applied toward purchase price
<b>Monthly Payment Required</b>	Yes	Yes
<b>Financing Needed</b>	Yes Required to finance the remaining balance	No Additional funding is not required
<b>Transfer of Property</b>	Tenant required to purchase property prior to end of term	Automatically transfers at end of term

### Option 1

Typically, the length of the agreement ranges from 12 to 36 months. Landlords have the right to set the term. The renter (buyer) and the landlord (seller) agree on the eventual purchase price. The monthly rent payment is calculated based on the purchase price, with part of the payment going toward rent and part going to the eventual purchase of the property. The set-aside amount (often referred to as an escrow account) can be applied toward any down payment or closing cost (see below).

The remaining balance to buy the property will be financed by the tenant. Prior to the expiration of the lease, the tenant will need to purchase the property. It is recommended the tenant begin the loan application process at least six months in advance. Ownership will be transferred from the landlord (seller) to the tenant (buyer) as long as the tenant buys before the expiration of the lease.

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If not, the tenant could lose all escrow funds and the chance to buy.

### Example / Option 1:

Tenant agrees to buy the property within three years (36 months).  
The total monthly payment is \$900 (\$750 rent and \$150 escrowed).  
 $\$150 \times 36 \text{ months} = \$5,400$  (toward down payment or closing costs).

### Option 2

As in Option 1, the owner (seller) and renter (buyer) agree up front on the terms of the transaction. This will include the purchase price, monthly payment, escrow account and the start and end date of the contract. The lease term may be for 15, 20 or 30 years. In this scenario, a larger portion of the rent payment goes to the purchase price of the home. In actuality, the tenant is making payments directly to the landlord toward the purchase of the property.

### Example / Option 2:

Tenant pays \$750 for 20 years (240 months).  
A total of \$180,000 will be paid to landlord at the end of the lease term.

Depending on the initial value of the property and expected appreciation, this may be more than enough to purchase the home. Therefore, if the tenant adheres to all terms of the agreement, the home is transferred at the end of the 20 years. No additional financing is necessary.

*Tip*

*Government rent-purchase programs are intended to help low-to-moderate income families buy homes. Private landlords also offer rent-purchase programs. Tenants should seek assistance and understand all the terms fully before signing.*

## Questions to Ask Before You Sign

- ▶ Do I really want to buy this property? Does it meet my family's needs? Will it continue to meet my family's needs in the future?
- ▶ Is the property worth the purchase price the landlord is asking? Get an appraisal. An appraisal should be done to determine the true value of the property before entering into an agreement.
- ▶ Is the length of the agreement feasible? If I can't get financing now, what is the probability I will qualify for a loan later? Remember, Option 1 will require the tenant to pay the remaining balance at the end of the lease term. Buyers should be cautious of rent-purchase terms that exceed 30 years. A traditional mortgage term for first-time homebuyers is 30 years.
- ▶ How much of the rent payment is set aside (escrowed)? How can the funds be used? For example, will the funds go toward the down payment?
- ▶ How much money will be due at the end of the lease term, if any?
- ▶ What happens if I become delinquent on the monthly payments?
- ▶ What happens with the escrow account if something changes, such as I can't get financing by the expiration date, or if I simply change my mind about buying? Will I lose the escrow funds?

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## Tips to Keep in Mind

Speak with a HUD-approved Housing Counselor before signing the lease agreement.

Review and understand all the details.

- ▶ Nonpayment recourse.
- ▶ Your responsibility as a tenant (maintenance, taxes, etc.).

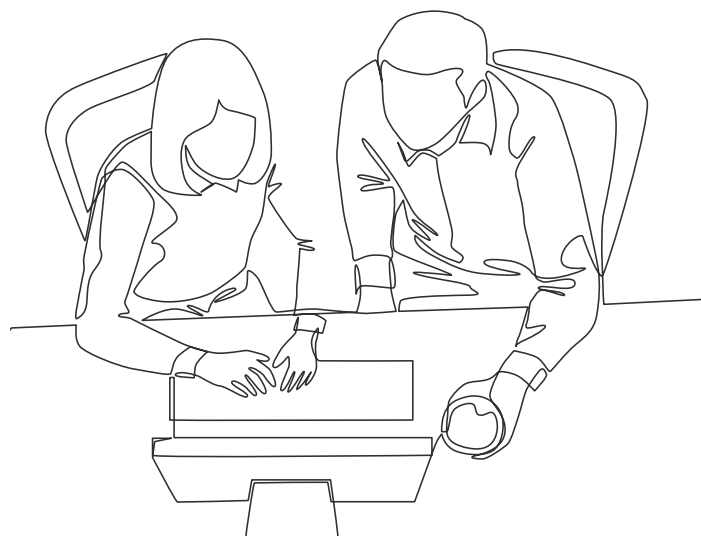
Negotiate terms, if applicable.

Always pay on time!

Speak with a real estate professional and learn more about the community, including schools and the housing market in the area.

Take steps to correct any credit issues, if applicable.

Get loan approval at least six months prior to the expiration of the agreement.



**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](https://VirginiaHousingLearningCenter.com)



# Chapter 6

## Getting Back Your Security Deposit

Renting an apartment, house or any other type of residential unit usually requires a security deposit. It may be difficult, if not impossible, to rent if you're unable to pay this upfront cost. The key is planning ahead and taking a few strategic precautions. Often misunderstood, the security deposit is not the same as the last month's rent. This chapter examines this refundable cost and explains why the funds are required. It also details the landlord's responsibility to retain the funds while the tenant is an occupant, how the funds are used, and most importantly, the refund, after you've moved out.

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## What is a Security Deposit?

A security deposit is a refundable payment made to the landlord by the tenant before moving in. This amount is in addition to the first and last month's rent and other nonrefundable fees paid up front by an applicant. The payment is deposited into an account and held by the landlord until one of the following occurs:

- ▶ The applicant fails to rent the unit (never moves in).
- ▶ The applicant is denied rental by the landlord.
- ▶ The tenant moves out.

*Note: Although uncommon, the security deposit may be in the form of property if the landlord permits.*



### Return of the Security Deposit

*The security deposit must be refunded within 20 days if the applicant fails to rent. If the landlord rejects the application, the refund must be made within 20 days, or 10 days if the deposit is paid by cash, certified check, cashier's check or postal money order.*

## What Can the Deposit Cover?

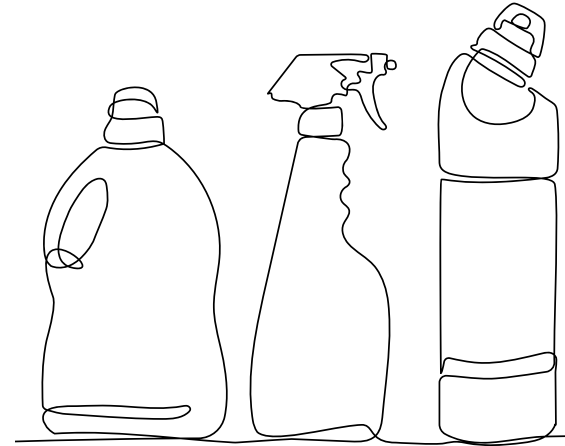
The security deposit is the landlord's protection against financial loss and liabilities. Because it's intended to secure compliance with the terms and conditions of the rental agreement, the landlord can use all or part of the security deposit to cover certain costs if the tenant is found to be in noncompliance. The landlord can use the security deposit, plus any accrued interest, to cover:

- ▶ **Early termination.** Whether written or verbal, the rental agreement will be for a specific time frame. Week-to-week and month-to-month agreements are intended to be indefinite until someone terminates them.

A six-month or annual lease will have a beginning and ending date. When a tenant moves out early, the lease has been terminated early. Often, lease agreements have a provision that

permits the landlord to charge an early termination fee, or to retain all or part of the tenant's security deposit.

- ▶ **Unpaid rent.** Landlords are entitled to all rent owed. Once the lease is terminated, the landlord can and will apply all or part of the security deposit to cover any amount still owed.
- ▶ **Late charges.** When rent isn't paid according to the lease agreement, a late charge is applied. The law allows landlords to charge a reasonable fee. Once the lease is terminated, the security deposit can be used toward any unpaid late charges.
- ▶ **Damages/excessive cleaning cost.** The tenant is expected to remove all personal property, repair or replace any tenant-caused damages and clean any excessively dirty areas before moving out of the dwelling. If not, the landlord may charge the tenant for any and all costs. You'll learn more about damages and cleaning later in this chapter.
- ▶ **Other Unpaid Charges.** If left unpaid when the tenant moves out, quite a few other costs can be deducted from the security deposit. These costs, discussed throughout this handbook, can include court costs and attorney's fees. If the tenant fails to pay utilities that were a part of their lease agreement, the security deposit can also be used to cover the unpaid portion.



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*Tenants are not entitled to have the security deposit applied to unpaid rent, late fees and other costs while they are occupying the rental. While the landlord can deduct unpaid rent from the deposit, tenants should be discouraged from simply relying on that. They should pay the last month's rent so that their deposit will cover any damages there may be.*

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## Maximum Amount by Law

By law, the landlord can neither ask for nor accept a security deposit amount in excess of two months' rent. The maximum security deposit amount often varies with rent-subsidized properties and programs. The federal public housing program calculates the security deposit based on the minimum rent amount paid by the tenant, which is 30% of their income. Low-Income Housing Tax Credit programs also cap the amount that can be charged to program participants.

However, renters with Housing Choice Vouchers (HCV) can be charged a security deposit in excess of their part of the rent, but not an amount that exceeds the maximum allowed by the Virginia Residential Landlord and Tenant Act (VRLTA). For example, if the tenant's rent amount is \$300 and the HCV Program's part is \$600, that equals a total monthly rent of \$900. This total permits the landlord to charge up to \$1,800 for the security deposit, since two times the rent amount is permitted by law. The HCV program is not responsible for any part of the deposit. (A description of rental assistance programs can be found in Chapter 3, *How to Find the Right Place*.)

The landlord should provide a receipt for payment. If not, ask for a security deposit receipt that includes:

- ▶ Amount paid.
- ▶ Date paid.
- ▶ Intended use of the payment (i.e., security deposit).
- ▶ Property address.
- ▶ Property management company (if applicable).
- ▶ Landlord/owner.
- ▶ Name of person receiving the security deposit (i.e., agent/owner).

## Other Possible Upfront Costs

**Application fee.** Landlords often charge an application fee when you submit a rental application. This is a nonrefundable fee not to exceed \$32 for HUD-regulated properties (public housing), or \$50 per applicant for all other properties. This fee pays for the landlord's out-of-pocket expenses to cover the cost of a preoccupancy tenant screening. The screening may include a credit check, former landlord check and a criminal record check.

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**Pet deposit.** There is no law prohibiting landlords from charging an upfront fee to tenants who have pets. With the exception of service animals as outlined by the Americans with Disabilities Act (ADA), landlords have the right to prohibit all or certain pets in the dwelling and on the premises. A pet deposit could be refundable.

**Pet rent.** Is charged on a monthly basis and is separate from the pet deposit. This monthly charge covers your pet actually being in your rental. In addition, pet rent is nonrefundable.

**Damage insurance and renters insurance.** Damage insurance and renters insurance aren't the same. Damage insurance is coverage against losses arising from damages to the landlord's property caused by the renter. Renters insurance protects the renter's personal property and potential liability that may occur as a result of fire, theft, vandalism and other possible hazards or threats.

Landlords may require a tenant to secure damage insurance and/or a renters insurance policy. These policies are not considered a security deposit, but are rent. The total amount of the security deposit, damage insurance and renters insurance cannot exceed two months' rent. Tenants can elect to buy the policy from the landlord's insurer or get a separate policy through another insurer. The tenant must provide the landlord with proof of coverage. Regardless of whether the policies are paid on behalf of the tenant by the landlord, or paid directly by the tenant, the policy is issued in the name of the tenant. Landlords must provide a summary of the policy or certificate of coverage and, upon request, a copy of the damage insurance policy.

## Tiered-based Security Deposits

Can a landlord charge a different security deposit amount for the same dwelling? Yes! A landlord can charge one applicant a higher security amount, say \$900, and charge another applicant a lower amount, \$825, for an identical unit. The amount of the deposit can differ for various reasons. Commonly, it could be the result of an applicant's background check. As discussed in Chapter 2, *The Ins & Outs of Credit*, credit history reports and scores measure risk. The higher the credit score, the lower the risk. The lower the credit score, the higher the risk. Landlords want some assurance that the applicant will pay rent on time and follow the terms of the lease agreement.

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After reviewing the background check reports, the landlord has several options:

- ▶ Deny the application.
- ▶ Rent to the applicant with no special provisions.
- ▶ Rent to the applicant with a special, permissible provision, such as charging a higher security deposit.

In addition, landlords may offer and advertise, on a limited basis, special discounts such as reducing the security deposit for new move-ins. Neither are discriminatory practices. However, charging a different amount because of race, color, religion, national origin, sex, disability, familial status or elderliness is a violation of Virginia's Fair Housing Act and against the law.

## Before You Move In

Inspect the premises thoroughly before moving in. Tenants must be willing to accept the property as is, with the only exception being conditions considered unsanitary, dangerous or a health risk. In most cases, landlords won't permit tenants to make improvements or modifications to a dwelling. Always refer to your lease, or speak with the landlord directly, before making any changes to the dwelling, and always get approval in writing.

## Walk-through Inspection

**At move-in.** The landlord may provide the tenant with a preexisting damage report within five days of occupancy, or state in the lease agreement that the property is in an acceptable condition. If the tenant receives a report, they must reply within five days and document any and all inconsistencies in the report. If the tenant fails to reply, then the landlord's preexisting report is deemed correct. It's beneficial to begin inspecting the property right away. Start looking for any report discrepancies as you're unpacking. Take pictures or videos of the property. Keep a journal and take notes as you begin to use appliances, plumbing, electrical outlets, etc.

As instructed in the lease agreement, be timely in submitting the report. Keep a copy for your records and double-check your list of discrepancies before submitting it to the landlord. The report should be signed by both you and the landlord. A well-documented inspection report will ensure that you're not charged later for preexisting conditions.



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Here are a few important inspection areas you'll want to pay attention to:

- ▶ Floors.
- ▶ Windows (to include blinds, if applicable).
- ▶ Ceilings.
- ▶ Furniture (if applicable).
- ▶ Doors.
- ▶ Cabinets.
- ▶ Appliances.
- ▶ Electrical.
- ▶ Plumbing.
- ▶ Ventilation.

**At move-out.** The landlord is required to make reasonable efforts to advise the tenant of the right to be present at the walk-through inspection. This notification must also be provided to the tenant with any request by the landlord to vacate. The right to inspect must also be provided within five days after you have notified the landlord of your intent to move out.

It is not necessary for the tenant to wait for a notice from the landlord to be present at the move-out inspection. You should notify the landlord in writing if you wish to exercise your right and be present during the inspection. Subsequently, the landlord must notify you of the time and date. The walk-through inspection must be conducted within 72 hours after the landlord has acquired possession.

## Security Deposit Refund

Landlords have 45 days to refund the deposit in *full* if all rent and other costs were paid and neither damages nor excessive cleaning cost were assessed. Security deposit refunds in non-VRLTA tenancies are controlled by the lease language. However, if the security deposit were applied against unpaid cost, damages, utilities, etc., then the landlord must detail in writing the part of the deposit that was withheld, itemizing each deduction and the amount. When the damages exceed the amount of the security deposit, the landlord has an additional 15 days to provide the tenant with this itemized list.

## Forwarding Address

It's important to provide a forwarding address in writing, prior to moving out. The landlord will mail your security deposit refund and itemized statement to the forwarding address you provide. In the absence of a forwarding address, the landlord will mail to the address of the property you've just



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vacated. In the case of co-tenants, one check payable to all tenants jointly is mailed to the address provided by one of the tenants.

## Disputing the Deductions

You have the right to dispute any security deposit deductions made by the landlord. First, make sure you send the landlord a demand letter. In your letter, respond to each individual deduction. Provide specific details in the letter that explain why you disagree. Certified mail with return receipt is recommended because it requires your landlord to sign for it. Be sure to keep a copy for your records. Beware before cashing a partial return check. Include in the demand letter a statement that indicates the check will be or has been cashed, even though you're disputing the amount and the deductions.

## Seek Assistance

The landlord is noncompliant and in violation of the VRLTA if they fail to provide either the security deposit refund or an itemized list of deductions. The courts can order the return of the security deposit. In that situation, the case will be reviewed, and all factors and both sides will be heard. It's recommended that you seek assistance from either a HUD-approved Housing Counselor, Legal Aid or an attorney.

## Clean-Up and Damages

Confirm your cleaning plans with your landlord so you don't end up under- or over-cleaning. Then clean up thoroughly and make an effort to fix any damage you, your pet or your guests have caused. It's also a good idea when you're done to take pictures or videos of the unit that document your cleaning and repair work.

In general, the landlord can't keep your security deposit for things considered normal wear and tear, such as small holes and spots that can be covered during painting and carpet cleaning. Landlords are expected to perform basic cleaning and/or may repaint prior to the new tenant moving in. However, they are not expected to remove trash and unwanted items such as clothing, appliances and furniture, remove food from refrigerators or clean an excessively dirty range. So, they can deduct these types of cleaning expenses from your security deposit:

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### Types of Damage

- ▶ **Walls:** Holes from hanging pictures and other tenant damage; wallpaper, paint, stencils and other wall techniques done by the tenant.
- ▶ **Carpet:** Permanent or large stains from food, beverages and chemicals; tears and holes; burn marks from cigarettes, irons or other heat-producing items; strong odors caused by pet urine.
- ▶ **Floors:** Damaged, stained; extensive water damage to hardwood floors.
- ▶ **Doors, windows and screens:** Holes, tears, cracks, broken; partially or fully off the hinges; missing.
- ▶ **Blinds:** Excessively dirty, damaged or missing.
- ▶ **Appliances:** Excessively dirty; exterior dents and large scratches; broken and missing parts such as racks or shelves.
- ▶ **Kitchen and baths:** Plumbing clogs.
- ▶ **Missing items:** Electrical socket and outlet covers; smoke/carbon monoxide detectors.
- ▶ **Pet issues:** Scratches on the molding and on or around doors; flea infestations caused by your pet.



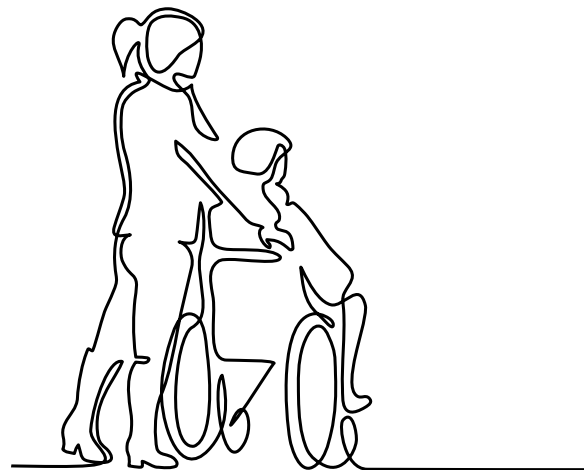
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# Chapter 7

## Life as a Renter: Rights & Responsibilities

Whether a repeat renter or renting for the first time, you have rights, but you also have responsibilities. Most are outlined in the lease agreement. However, a few provisions are not. This chapter will discuss the Virginia Residential Landlord and Tenant Act (VRLTA). Specifically, a tenant's right to confidentiality, proper notifications and disclosures. The right to reasonable accommodation and modification for people with disabilities will also be discussed.

Decent, safe and sanitary housing is the right and responsibility of both the landlord and the tenant. Everyone wants to live in a reasonably quiet environment. Finally, this chapter will discuss a few key issues such as timely payment of rent, smoke and carbon monoxide detectors, extermination and painting.



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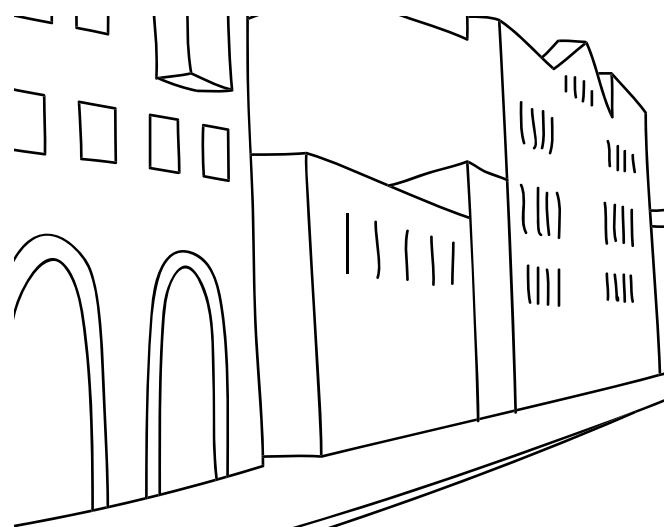
# Virginia Residential Landlord and Tenant Act (VRLTA)

The VRLTA establishes the rights and obligations of both the landlord and tenant for all residential rental properties in Virginia. Landlords with two or fewer units have the option to opt out from the VRLTA, but not the law. However, this doesn't mean that a tenant who rents a property exempt from VRLTA has no rights, remedies and responsibilities; often there are local, county and municipal ordinances to assist and protect these tenants. In addition, provisions are defined by Virginia's general landlord and tenant law (Code of Virginia).

In general, apartments, motels, boarding houses and single-family houses are covered by the Act. The rights and responsibilities outlined in this chapter will focus on rentals covered by the VRLTA, including:

- ▶ Apartment units and buildings.
- ▶ Single-family houses.
- ▶ Motels and boarding houses (only when the occupant has resided in the dwelling for more than 90 days).

Parts of the VRLTA also apply to manufactured homes, public housing and Section 8 rental units. More on manufactured homes can be found in the Virginia Manufactured Home Lot Rental handbook. Contact the local Housing Authority or Housing Agency in your area for more information about federally regulated subsidized housing.



*Wording in the rental agreement asking tenants to waive or forego their rights or remedies under the VRLTA is prohibited.*

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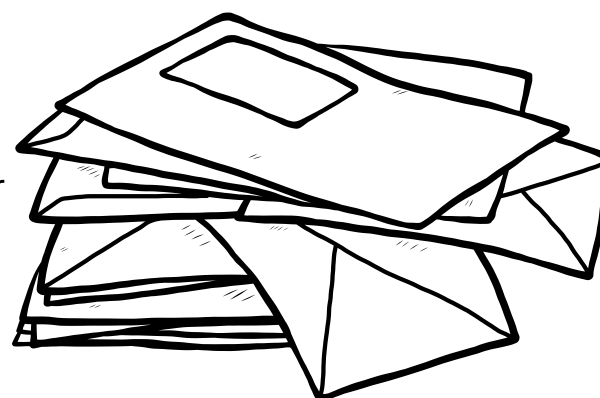
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## Confidentiality

You have the right to confidentiality. Information about an applicant or renter may not be shared with a third party. This means your name, address, payment history and other record of information cannot be released arbitrarily. Remember that matters of public record, such as court documents, are accessible to anyone. For example, delinquent rent that results in a court matter will be recorded by the clerk of courts and be visible to the public. This includes other material noncompliance notices and termination notices.

You, as an applicant and a tenant, must provide your potential and current landlord with written consent in order for them to release personal information. An example of when you might want your landlord to release this information might be if the neighborhood school needs verification of your residency prior to registering a child in your household as a student.



Confidentiality is not observed in the case of an emergency, or when information is requested by:

- ▶ Law enforcement.
- ▶ Public safety officials.
- ▶ Revenue commissioner.
- ▶ Contract purchaser.
- ▶ Landlord's attorney (to include information requested pursuant to a civil case subpoena).
- ▶ Landlord's lender (for the purpose of financing or refinancing of the property).
- ▶ Military (commanding officers, housing officer and attorneys).

## Notices

Both you and the landlord must take reasonable steps to inform each other of rental issues. Reasonable steps include but are not limited to:

- ▶ Written documentation sent by mail.
- ▶ Hand-delivered notification.
- ▶ Electronic notification (if the lease permits).
- ▶ Verbal notice.

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Keep in mind that neither party (you nor the landlord) needs to provide proof that the other has actually read the contents of the written notification; only that sufficient notice was delivered. This burden of proof may include a certificate of mailing, an electronic receipt or a fax confirmation. Being able to prove that a verbal notice was delivered is difficult, if not impossible. That's why, in some circumstances, verbal notification is not recommended. However, in some cases if the receiving party acknowledges receiving verbal notification, this is deemed proof of notification. Keep in mind that the law and/or the lease require certain notices to be in writing and, therefore, cannot be verbal.



*Landlords only need to mail notifications to your last known place of residency. When moving out, always provide a forwarding address!*

## Disclosures

Below is a list of disclosures required by the VRLTA. The disclosed information may be a clause within the lease agreement or an entirely separate document.

**Persons authorized to enter the unit.** Landlords must disclose to you the name and address of any and all people authorized to manage the premises, the owners and any other authorized persons. The disclosure must be in writing and submitted to you on or before the date the lease begins. You will learn more about entry right later in this section.

**Sale of the premises.** You have the right to be informed when/if the property is sold. The disclosure must include the name, address and phone number of the new owner and/or management company.

**Tenant displacement (property demolition, rehab or conversion).** Landlords must disclose in writing the registration of a property as a condo or cooperative (co-op). In addition, as a prospective tenant, you must be informed if the landlord has any plans within six months to demolish, rehabilitate or convert the property. Changing the property from a residential rental unit to an office, hotel or planned unit development is considered a conversion.



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**Properties located adjacent to a military air installation.** A county or city zoning office may designate a property to be in a “noise zone” or “accident potential zone.” As a prospective tenant, the landlord must provide you notice of the zoning designation prior to occupancy.

**Properties with defective drywall.** Drywall is a building component used to construct walls and ceilings of apartments and other dwellings. Drywall panels are typically made from plaster pressed between thick sheets of paper. In 2001, builders used a drywall product manufactured in China and imported to the United States. Known as Chinese drywall, these panels were later found to be environmentally unsafe and were banned in the U.S. Not all drywall made in China is defective. However, defective drywall, reported to smell like rotten eggs, has a severe impact on human health. These panels give off a dangerous gas that has caused occupants to have respiratory and sinus problems, bloody nose, eye irritation, headaches, and, in some cases, lung cancer. The gas also destroys pipes, wiring, coils, plumbing and other components of the dwelling. The landlord is required to notify you in writing if a dwelling contains toxic Chinese drywall.

**Other disclosures:** Other disclosures include whether there is a history of mold, lead paint or methamphetamine.

## Right of Entry

You have the right to privacy. That means it is the responsibility of the landlord, the landlord’s agent, maintenance personnel and contractors to enter the unit only as outlined in the lease agreement. It is your responsibility to allow access to your unit. Refusing entry can result in a noncompliance issue and any subsequently applicable charges, including attorney fees. Unlawful entry or abuse of entry by the landlord should be reported to authorized entities, such as the property management company, fair housing authorities or law enforcement. This unlawful or abusive conduct may include unreasonable entry or repeated demands for entry. Except in cases of emergencies or matters of urgency, early morning or late evening entry may be deemed unreasonable.

## Decent, Safe and Sanitary Rental

Ensuring that your rental unit is decent, safe and sanitary is the ongoing responsibility of both the landlord, and you, the tenant. This responsibility typically refers to applicable building and housing

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codes that affect tenant health and safety. To comply with codes, landlords are required to perform certain duties in accordance with law.

You also have responsibilities. Treat the property with the same respect you would if it were your own. Notify the landlord right away if there are plumbing, electrical, gas, heating, ventilation or air conditioning problems. Don't allow problems to escalate into major repair or replacement issues. Take reasonable steps to stop additional damage and prevent a costly maintenance issue that could turn into an unlivable situation. Typically, you'll be held responsible for minor repairs.

Here are some responsibilities of the landlord and tenant to ensure the property remains decent, safe and sanitary:

LANDLORD	TENANT
Keep all common areas clean and structurally safe.	Keep all occupied and used areas (interior and exterior) clean and safe.
Maintain facilities such as the electrical, plumbing, heating, etc., to keep them in good, safe and proper working order.	Use all utilities in a reasonable manner. Keep all plumbing fixtures clean and clog-free. Keep services on.
Maintain appliances in good, safe and proper working order.	Use all appliances in a reasonable manner.
Maintain the premises in such a condition as to prevent the accumulation of moisture and growth of mold.	Make reasonable efforts to prevent the accumulation of moisture and growth of mold. Promptly notify the landlord if mold develops.
Provide and maintain receptacles in common areas for multiple units.	Remove ashes, garbage, rubbish and other waste safely and use the receptacles provided.
Supply running water, reasonable hot water, reasonable air conditioning (if provided).	
Deliver a dwelling free of insects and pests, including in common areas.	Keep dwelling free from insects and pests, and promptly notify the landlord if pests are discovered.

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## Disabled Tenant or Household Member

The specific rights of legally disabled tenants or household members are outlined in the Virginia Fair Housing Act, the Americans with Disabilities Act and the Virginia Residential Landlord and Tenant Act. Each of these acts gives you or a household member the right to a “service animal,” “reasonable accommodations” and “reasonable modifications.”

Even landlords with a no-pet policy must allow service animals. A service animal is defined as an animal specially trained and for the benefit of the disabled person. A certification is not required, and there are no limitations to the breed or size of the service animal. In addition, the landlord can’t charge a pet deposit or any other kind of fee related to the animal. However, you will be responsible for any damages caused by the service animal. Although these legal rights are provided for the disabled tenant, occupants still must follow rules that protect the safety of others. This includes applicable leash laws, vaccination mandates, waste disposal, noise control and licensing requirements.

**Your right to reasonable accommodations.** Reasonable accommodations are exceptions to the landlord’s rules, policies, practices or services. Reasonable modification refers to structural changes, such as the installation of ramps and/or grab bars. The landlord is responsible for honoring reasonable requests as allowed under state and federal law. The tenant may be responsible for restoring property after a reasonable modification. However, the costs of modifications — which can be expensive — are usually your responsibility. There are some exceptions for federally funded property. You should seek out specific loans or grant programs to help with modification costs.



*Recognizing the need for affordable, accessible housing, Virginia Housing offers Rental Unit Accessibility Modification grants to eligible applicants. Visit our website at [VirginiaHousing.com/Ruam](https://www.virginiahousing.com/Ruam) and [VirginiaHousing.com/GrantingFreedom](https://www.virginiahousing.com/GrantingFreedom) to learn more.*

Keep in mind that what may seem reasonable to you can seem unreasonable to the landlord. The Department of Justice (DOJ) and the Department of Housing and Urban Development (HUD) have a statement that provides technical assistance regarding ADA rights and the obligations of housing

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providers to people with disabilities relating to reasonable modification. You may also want to refer to the Acts mentioned above, or seek assistance from industry professionals such as a Center for Independent Living (CIL), a local Housing Authority or an attorney.

## Utilizing the Premises

When utilizing the premises, be aware of these considerations:

### Quiet Surroundings

You have the right to reasonably quiet surroundings and to not be disturbed by neighbors.

Remember that your neighbors have the same rights. The goal is to ensure that everyone's right to peaceful enjoyment of the premises is protected. This means that you, as well as your neighbors, are responsible for:

- ▶ Your conduct.
- ▶ The conduct of all family members who occupy your dwelling.
- ▶ The conduct of your guests.

### Authorized Occupants

Only those listed on the lease agreement are authorized occupants. Anyone other than you and your listed occupants would be considered an unauthorized guest. Guests staying on the premises overnight for long periods may be considered unauthorized occupants. The lease agreement should provide the maximum stay provisions for overnight guests. You should consult with your landlord immediately for any guests you expect to stay for a lengthy amount of time.

### Residential Dwelling

In addition, you may occupy the dwelling only as a residence. Operating businesses such as daycare services, or performing automobile repair for money, are often a violation of the lease agreement. Consult with the landlord prior to operating any business from the home or on the premises. Under no circumstance should the dwelling be used for any type of unlawful activity.



# Rent

Rent is essential to your ability to enjoy the premises. Your most important responsibility is to pay rent in full and on time. The lease agreement will provide the specifics of when the rent is due, the amount, to whom it is to be paid and where to make the payment. Payments by check or money order should include your address and the rent month. If paying by cash or money order, you have the right to request a written receipt of payment. The receipt should include the date of payment, the month the payment is for and the amount of the payment.

You will be responsible for any additional charges (as outlined in the lease agreement) when payment is not received by the due date or if a partial payment is submitted. Tenants who submit payment with insufficient funds are subject to a return check fee amount, as outlined in the lease agreement. In addition, landlords could require tenants to make all future payments with guaranteed funds, such as money orders or a certified or cashier's check.



*It is not true that mailed payments need only be postmarked by the due date. Landlords want the payment in hand by the due date. There is no postmark date rule unless specified in the lease.*

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## Advance or Prepaid Rent

You may offer to pay rent in advance; this is also known as prepaid rent. If the landlord accepts the offer, they are required to place the prepaid rent into an escrow account. Once received, the landlord must deposit the prepaid rent in a Virginia federally insured bank by the fifth business day. The funds must remain in the account and are withdrawn only when the prepaid rent amount is due.

### Example:

Gayle currently pays \$700 a month for rent. She offered, and the landlord accepted, her current January rent payment in addition to her February and March rent payments — a total of \$2,100 (\$700 x 3).

A deposit of \$1,400 is placed into an escrow account. On February 1 the landlord will withdraw \$700, and on March 1 the landlord will withdraw the \$700 balance.

## Rent Increase

Note that even if you prepay, your rent amount may be subject to increase. You have the right to receive at least 30 days' advance notice if and when the landlord intends to raise the rent. In addition, the landlord can't raise the rent until the lease term has expired.

## Locks and Peepholes

The installation of locks and peepholes is governed by the city, county or town in which the rental is located and may only apply to landlords who rent five or more units in one building. Localities refer to the Uniform Statewide Building Code (USBC), which contains regulations regarding new construction, existing buildings and additions, and the maintenance and repair of buildings. The code addresses manufacturers' locks, deadbolt locks, peepholes and window locks, along with removable pins or Charlie bars for exterior sliding glass doors. Doors with glass panels don't require a peephole. You should contact the local municipal office with questions regarding locks and peepholes.



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## Keys

The landlord will issue each tenant one set of keys. You are not permitted to change or install additional locks without the landlord's prior permission. The few exceptions where prior permission is not required include:

- ▶ You have an emergency situation.
- ▶ You have received a court order excluding one or more tenants or authorized occupants from the premises.

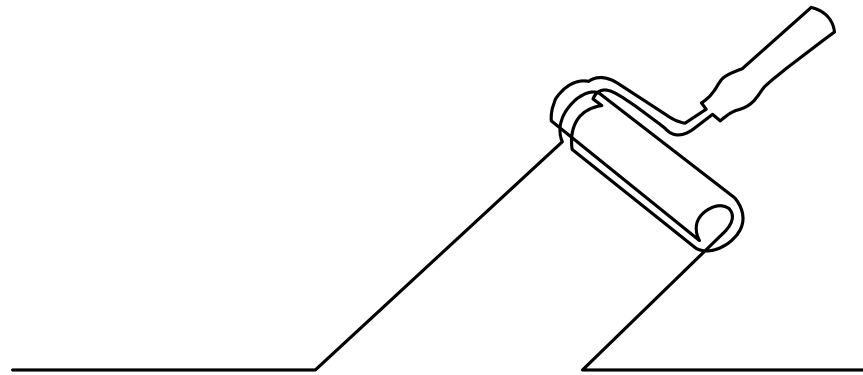
However, if you do change or install additional locks, it is your responsibility to provide the landlord a key within 24 hours. The original key and any copies must be returned when you move out.

## Smoke and Carbon Monoxide Detectors

It is the landlord's responsibility to install an operable smoke detector and carbon monoxide detector. It's your responsibility to maintain these devices. Under no circumstance should you remove or tamper with these devices. This includes removing working batteries.

## Extermination

The landlord must provide tenants with written notice 48 hours before they intend to exterminate the unit. This includes posting notices throughout the apartment complex. It's your responsibility to notify the landlord if insecticides or pesticides pose a health problem. It's also your responsibility to prepare the unit as instructed. The 48-hour notice is not required if you request the extermination.



## Painting and Alterations

In many cases, the tenant is not permitted to paint or make alterations to the dwelling. You should always get prior written authorization before making changes. Making alterations to dwellings built prior to 1978 are a specific concern, since they were often painted with lead-based paint that may pose a health risk if exposed. Landlords must provide the tenants with a lead-based paint disclosure. Unauthorized painting and alterations can, and often will, affect the return of your security deposit. For more lead-based paint information, visit HUD's website.



**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](http://VirginiaHousingLearningCenter.com)

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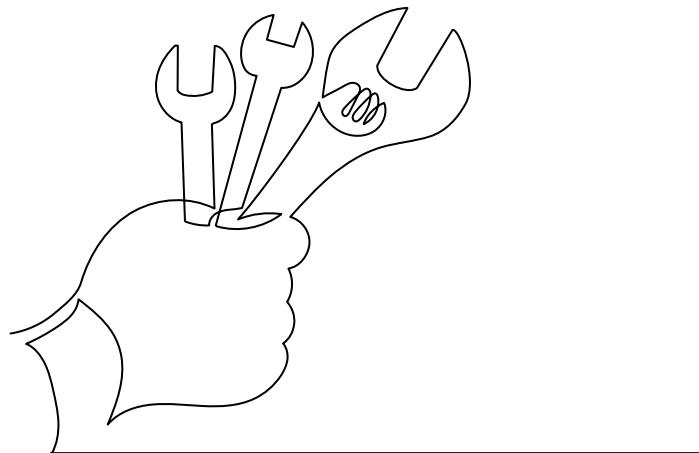
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## Housekeeping, Maintenance & Repairs

Not being the owner of the property doesn't mean you don't have responsibilities for the care of the property. In fact, keeping the rental property in good condition is the shared responsibility of both you and your landlord. Housekeeping is the everyday task of cleaning and organizing. Maintenance is the routine work necessary to keep your rental in good working order. Home maintenance is not optional; it is necessary. Necessary repairs, of course, fix damaged items, but also preserve the usefulness of the dwelling's operating systems, appliances and other components.

This chapter reviews these important responsibilities. Performing daily, routine and periodic tasks will ensure the health and safety of the dwelling occupants, along with preserving the value of the property.



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# Building and Housing Codes

Building and housing codes set specific standards for all property owners to protect citizen health and safety. State and local ordinances often address ventilation, heating, water, lighting, weatherproofing, plumbing and electrical systems. These codes vary across the state. For example, some localities may or may not have certain requirements regarding smoke detectors, locks, keys and peepholes. A local housing authority, health department or fire department can provide specific information for the cities and counties within their jurisdiction. Landlords are expected to follow all applicable laws and, if they do not, they're subject to fines and other penalties.

## Landlord's Responsibilities

The health and safety of the dwelling occupants is the primary responsibility of the landlord. Of course, landlords are not expected to perform housekeeping tasks, but they are expected to carry out routine maintenance and needed repairs. "Habitable conditions" include the interior and exterior of the dwelling.

The rental unit's operating systems, appliances and other amenities can affect the safety and health of occupants if not maintained properly, so it's critical to keep these household necessities and conveniences in working order. Not only is electricity an important necessity, but its improper use, lack of maintenance and defects can cause shocks, burns and fires. Equally important is the dwelling's plumbing system. If the water heater temperature is set too high, the water used for consumption and hygiene could cause skin burns and scalding. The recommended setting is no higher than 120 degrees Fahrenheit. In addition, water leaks from pipes, faucets, toilets and other plumbing components could cause property damage that could result in harm to occupants. Water contaminants that cause sickness, disease or even death could arise from plumbing issues, making them a major health concern.

### Home Appliances

Safety hazards can arise from home appliances as well. According the U.S. Consumer Product Safety Commission, dishwashers are one of the most dangerous household appliances. The appliance can harbor bacteria and allow children access to knives and other utensils left inside. In addition, other appliances such as ranges, refrigerators and dryers could overheat and short circuit. Dryers have been known to catch fire from excessive lint buildup while in use. Electrical failure or

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product defects may cause appliance fires as well. Also, older model refrigerators and freezers can trap children inside.

### Exterior Maintenance

Routine exterior maintenance will vary according to the type of dwelling. In the case of a single-family home, routine maintenance could be the divided responsibility of both the landlord and the tenant. For example, the landlord performs seasonal gutter cleaning and structural upkeep for items such as stair railings. The tenant might be expected to maintain the lawn, which could include mowing and weed removal. However, in an apartment complex the landlord would be expected to perform most, if not all, exterior maintenance. Providing trash receptacles and garbage removal is a responsibility of all landlords who must comply with the Virginia Residential Landlord and Tenant Act. Insect and rodent infestations are also important health concerns, and will be discussed later in this chapter.



*Common areas are spaces and facilities used by more than one tenant. Examples include parking lots, hallways, elevators, playgrounds and community buildings. These common areas are typically found in apartment complexes, townhomes and condos. It is the responsibility of the property management company, Homeowners Association (HOA), or Condominium (Condo) Association to keep these areas clean and structurally safe.*

## Tenant's Responsibilities

Your primary responsibility as the tenant is to perform housekeeping tasks and to:

- ▶ Keep the property clean and sanitary.
- ▶ Operate appliances, fixtures and other components correctly.
- ▶ Perform routine and other home maintenance as described in the lease agreement.
- ▶ Use the operating systems correctly (electrical, plumbing, heating and air conditioning).



*An “as-is” lease agreement often states that the tenant is responsible for all maintenance and repairs. Always make sure to fully read and understand your lease.*

### **Keeping the Property Clean and Sanitary**

Everyone would probably agree that a clean home looks better than a dirty one. But cleaning your rental property is about more than looks. Cleaning kills bacteria and removes harmful hazards. Kitchen and bathroom (disinfectant) cleaning products can reduce or eliminate the spread of viruses and kill germs that can cause illnesses. It’s important to clean glass shower doors directly after showering with a squeegee or daily spray cleaner. Sweeping and mopping floors and vacuuming and shampooing carpets can remove bacteria as well as small items that could become a hazard. Small children may choke on debris, and anyone could trip or slip on items and spills.

Regular laundering of clothing, bedding (including mattress pads) and bath and hand towels is equally important. Washing dishes immediately and disposing of trash properly helps eliminate potential insect and rodent issues. Always keep food sealed tightly — especially food kept in cabinets and pantries — and throw away expired food promptly. Pest infestation can quickly spread from unit to unit.

Good housekeeping habits are important for everyone. Keeping the property clean and sanitary should be a special concern for asthmatic occupants, as well as in dwellings with small children, disabled and elderly occupants.

### **Routine Home Maintenance**

Always make sure to fully read and understand your lease. With continual use of fixtures and amenities, normal wear and tear is to be expected. However, tenants are expected to care for fixtures and amenities by performing routine maintenance. Weekly, quarterly, seasonal and even annual maintenance can often extend the life of many home appliances, provided they’re used properly. While interior and exterior maintenance is often a shared responsibility between landlord and tenant, some maintenance tasks may be the sole responsibility of you as the tenant.

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Some tasks you are likely to be responsible for include:

- ▶ Dusting ceiling fans and cleaning light globes.
- ▶ Cleaning windows.
- ▶ Removing debris from exterior components, such as an air conditioning unit.
- ▶ Keeping sidewalk and other common areas clear of personal items, such as children's toys.
- ▶ Picking up after pets.
- ▶ Disposing of trash in receptacles provided.
- ▶ Removing debris from the yard.
- ▶ Complying with the lease agreement and/or codes regarding abandoned and disabled vehicles.

### Operating Systems

A dwelling's standard operating systems include electricity, plumbing and heating. Landlords are required to provide adequate ventilation, but not necessarily an air conditioning unit or central air. Tenants who are responsible for the payment of any utilities (as outlined in the lease agreement) must pay the service provider on time. Disconnection for nonpayment is often a violation of the lease agreement. Cleaning vents and changing filters are often the responsibility of the tenant. These routine maintenance tasks will keep dust and dirt from accumulating. This allows the systems to operate more efficiently and helps the occupants breathe easier. Because constantly turning an air conditioning unit on and off can cause the system to malfunction, it's recommended that you set thermostats at a comfortable temperature and leave them there. Newer models can be set on an automatic schedule to adjust throughout the day. This is an excellent way to reduce your energy bill as well. Ask the property owner for assistance if needed. The Preventive Maintenance section of this chapter provides more information on the upkeep of the dwelling's operating systems.

### Appliances and Fixtures

The appliances, fixtures and other components furnished by landlords can vary. It is typical for a range (stove) to be included. However, you may or may not have a model with a self-cleaning oven. Refrigerators are also an appliance tenants can expect to be furnished when renting from an apartment complex, but it may not be included when renting a single-family home.

Routine maintenance of these appliances starts with keeping them clean from dust, dirt and grime. This includes microwave ovens, dishwashers, washers and dryers. If left unattended, spills in or on the refrigerator, range and microwave can cause permanent stains. Be sure to check appliances

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and fixtures regularly for cracks, damages, leaks, frayed wiring and hose connections, in addition to changing filters and lint traps often.

Remember to use appliances and fixtures properly. For example:

- ▶ Never overload the washer or dryer.
- ▶ Never heat nonfood items in the microwave.
- ▶ Never use the toilet to dispose of nonwaste items.  
(Discarding cooking oil down a toilet or sink is a big “no-no!”)

### Reporting Problems

If there is a problem, you must be sure to report it promptly. Remember, the landlord has a responsibility to perform certain maintenance jobs and make needed repairs. Periodic inspections of the premises by the landlord can detect problems. However, problems can still arise. It's your responsibility, as the tenant, to let the landlord know as soon as possible if something is wrong. Taking care of problems earlier, rather than later, benefits everyone. For example, a frayed appliance wire, if reported early, could simply be replaced by a professional. However, if left uncorrected the wire could eventually cause the appliance to stop working and require replacement of the entire unit. The worst-case scenario? The frayed wire could cause an electrical fire, resulting in possible harm to occupants and extensive property damage.

Tenant-caused problems, such as clogged plumbing, may cause you to not want to report the problem for fear of being charged for the repair cost or being evicted. Even so, under no circumstance should you ever delay or not report problems. Delays can cause unnecessary risk to the occupants, and small problems can become larger problems and more costly.

*Tip*

*Always report problems or concerns as outlined in the lease agreement. Any follow-up should be documented by written notification or via email. Retain a copy for your records.*

Do not attempt repairs unless you are qualified and have authorization from the landlord. Listed below are common problems and the most likely cause of each.

Problem:	Often a sign of:
Flickering lights.	Poor circuit connection.
Frequently blown fuses.	Overloaded circuits.
Loose-fitting plug outlets.	Poor installation or deterioration.
Dripping faucet.	Worn washer.
Slow sink or tub drains.	Hair or debris buildup.
Running toilets.	Overflow valve, loose flapper chain or seal.
Leaking toilets.	Old or worn seals.
Overflowing toilet.	Minor or major clog.
Low water pressure.	Blocked aerator (calcium buildup).
Jammed garbage disposal.	Food trapped in waste discharge.
Leaking hot water tank.	Rusted bottom (replacement only).
No hot water.	Unlit pilot or low temperature setting.
House not cooling.	Clogged filter, AC low on refrigerant.
Leaky air conditioner (central).	Defective drain hose, condensation pump.

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# Landlord Negligence

Once you have reported any health concerns, maintenance issues or needed repairs, you must give the landlord a reasonable amount of time to resolve them. What is considered reasonable can be hard to define. The VRLTA provides guidance for landlords covered by the Act, but no specific time frame. All tenants have options when the response time seems unreasonable or the landlord has refused to respond. First, reread the lease agreement and make sure the responsibility to resolve the issue is the landlord's. If so:

- ▶ **Contact the landlord again.** In some instances, landlords may pay for utilities, such as water, sewer, trash removal and hot water. When the pipe leaks under the sink, you don't head to your nearest hardware store; instead, you head for the phone and call your landlord.
- ▶ **Reach out to area resources for guidance or direct assistance.** The local Health Department may be particularly interested in health and safety concerns. Issues that violate the terms of the lease agreement, or the tenant's rights, would be a concern for Legal Aid offices. Local code and compliance offices may intervene as well.

## Never refuse to pay your rent!

You have the legal right to have the matter heard in court and, in some circumstances, pay your rent to the court. This process is known as Tenant Assertion or Rent Escrow. It's important to be current on your rent and to stay current to begin this process. The clerk of the court may provide more information regarding this course of action, including:

- ▶ Applicable conditions (primarily health and safety issues).
- ▶ Prior written notice to the landlord.
- ▶ Reasonable time (generally 30 days except in emergency situations; unreasonable delays are left to the discretion of the court).
- ▶ Landlord-caused, not tenant-caused, matters.
- ▶ Paying rent.
- ▶ Hearing timeline.
- ▶ Retaliation law.

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You are urged to contact your local Fair Housing Office or the Department of Professional and Occupational Regulation (DPOR) directly regarding issues that may also involve discrimination. If you believe, or have proof, that the landlord's unreasonable response time or refusal to respond is a matter of discrimination, report it. The law prohibits housing violations based on race, color, national origin, sex, disability, familial status or elderliness.

## Emergencies

Only in cases of emergencies may the landlord, their agent, maintenance staff or contractors enter your dwelling without prior notice. An emergency situation is one that threatens the health and safety of occupants, the property, the neighbors and their properties. Some emergencies are obvious, while others are presumed. Obvious emergencies are signs of smoke and flames coming from a dwelling, or water seeping from under a unit's door. These are clear signs that something or someone has ignited a fire or that water from a fixture or piping has caused major flooding. Not-so-apparent emergency threats often become a judgment call for the landlord. Should the landlord enter when the tenant is not at home when a possible danger exists? Let's look at a few scenarios.

- **Scenario 1.** A family can hear the smoke detector alarm going off in the apartment next door. Knowing the occupant works the night shift and is most likely not at home, they decide to call the emergency number provided to all tenants. The superintendent calls the contact number for the tenant but gets no response. Minutes later he arrives at the unit to hear the alarm. Although there is no sign of smoke or fire, he decides to enter the unit.
- **Scenario 2.** A tenant calls the rental office to report that his bathroom floor is flooded with water. He can't tell where it is coming from. The superintendent responds immediately by turning off the water from the main line. This temporary action affects several units within the apartment complex. A plumber is called in. To assess the problem fully, the plumber will need to enter the apartment below as well. The downstairs unit's tenant is not at home and cannot be reached. The superintendent makes the decision to enter the unit with the plumber.

### Scenario Review

In both scenarios, a judgment call was made. A smoke detector alarm would indicate there is smoke and/or a fire within the unit, and flooding of a bathroom could indicate a broken pipe and water

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damage to the unit below. The smell of gas or any other unusual odor would also be an acceptable cause to enter a tenant's unit without notice. Landlords are also required to allow law enforcement with a warrant into a tenant's dwelling.

### Emergency Preparedness Steps

So far, this chapter has discussed several health and safety issues. Here are a few emergency preparedness steps:

- ▶ Always have a list of emergency numbers readily available.
- ▶ Invest in one or more home fire extinguishers.
- ▶ Have a first aid kit (ointments, dry sterile dressing, etc.).
- ▶ Know the location of emergency shut-off valves and switches (electricity, water, gas, etc.).
- ▶ Be familiar with the thermostat on your hot water tank.
- ▶ Buy a few flashlights and extra batteries.

Visit the Red Cross' website at [RedCross.org](https://www.redcross.org) for more information.

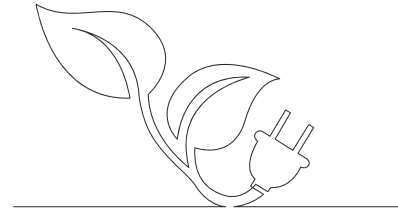
## Preventive Maintenance

Preventive maintenance could be described as taking action to minimize health and safety risks, limit excessive maintenance issues and ensure the appropriate repair or replacement of your rental unit's operating systems and appliances. Below is a list of preventive maintenance tasks that should be the joint responsibility of both the landlord and the tenant. Those denoted by an \* are usually the sole responsibility of the landlord and should not be performed by the tenant.

- ▶ **Electricity:**
  - Install ground fault circuit interrupters (GFCI).\*
  - Test outlets annually.\*
  - Replace faulty wiring immediately.\*
  - Limit the use of extension cords.
  - Do not repair with tape.
  - Don't mix water and electricity.
  - Install child protective devices.
  - Cover and tighten electrical outlets.



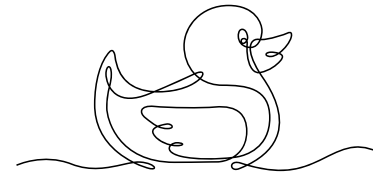
- **Appliances** can get hot, so remember to:
  - Keep areas around appliances clean and clutter-free.
  - Check regularly for broken parts.
  - Inspect power cords for frayed or corroded wires.
  - Unplug small items such as toasters and coffeemakers when not in use.



► **Plumbing:**

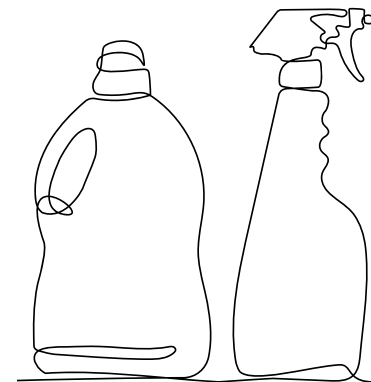
Clogs are a preventable problem. Please do not flush the following down a toilet or pour them down a drain:

- Small toys.
- Disposable diapers.
- Feminine hygiene products.
- Toothpaste or soap.
- Hair.
- Hot wax.
- Grease or cooking oil.
- Food particles.
- Coffee grounds.
- Dirt.



*Especially hazardous and environmental pollutants are:*

- Gasoline.
- Motor oil.
- Antifreeze.
- Pesticides.
- Fertilizers.
- Paint.



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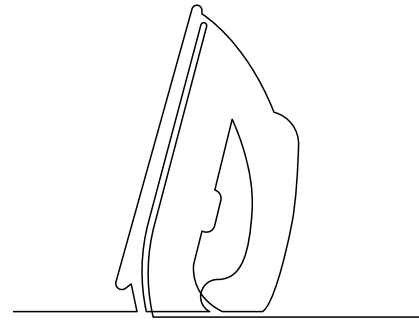
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► **Heating, ventilation and air conditioning:**

- Inspect filter routinely for cleaning or replacement.
- Clean dirt, leaves and debris from outdoor units (single-family homes).

► **General tips:**

- Practice kitchen safety — never leave anything cooking unattended.
- Never place power cords under carpets.
- Never leave plugged-in items unattended, such as irons and space heaters.
- Never leave lit items, such as candles or cigarettes, unattended.
- Always grill in open, well ventilated areas.
- Shut off space heaters before going to bed. Read instructions carefully and place heaters a safe distance from curtains, beds and other furniture. Note: Some landlords prohibit the use of space heaters.



### Property

The overriding rule is to care for the property as if it were your own. Destroying or damaging the landlord's property is a violation of the lease. If the destruction is deliberate, it becomes criminal — a violation of the law.

Other maintenance and preventive issues include pest exterminations, bedbugs, mold and renters insurance.

## Pest Exterminations

Keeping insects and rodents away from your home is important, since they carry germs and diseases that can affect your health. Common household pests such as ants, roaches and mice are attracted to trash and other types of garbage. Keeping your home clean and free of garbage can often deter them. Unfortunately, even the cleanest of apartments can become infested. Tenants

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should notify the landlord immediately if any pest infestation occurs (an occasional bug is not considered an infestation). Notification is mandatory.

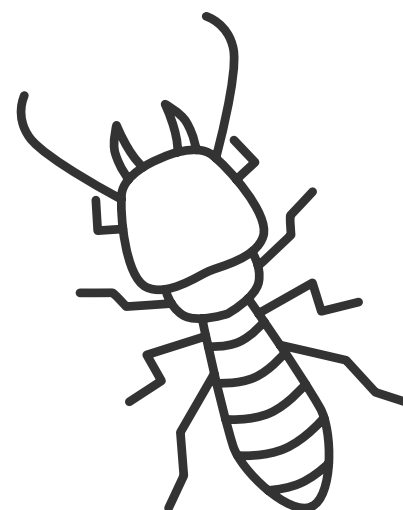
However, many landlords will perform routine extermination of the entire complex to deter or minimize common types of infestation. Landlords must give a tenant no less than 48 hours' prior notice before applying any insecticide or pesticide in the tenant's unit. Chemical treatment can begin with less than 48 hours' notice if the tenant has requested the application and has agreed to the earlier time. In addition, landlords must place signs notifying tenants of the application throughout the premises where the insecticide or pesticide will be applied, and must do so 48 hours before treatment. It is your responsibility to have your rental unit ready. Preapplication instructions are generally provided by the landlord or the extermination company. Notify the landlord in writing within 24 hours if you have a concern about the chemicals.

## Bedbugs

Bedbugs are insects that feed on human blood. They live and breed in areas where many people sleep, such as hotels, apartment complexes and homeless shelters. In some cases, bedbugs have infested entire apartment buildings. If you feel you have a problem with bedbugs, notify your landlord immediately.

Warning: Tenants could be responsible for the cost of treatment if the infestation is not reported promptly or there was a failure to prevent it. The sooner the application used to eliminate bedbugs takes place, the better the chances are there won't be an infestation. Typically, if one unit has bedbugs, the units around the infested unit will also be treated. To avoid attracting bedbugs:

- ▶ Vacuum mattress and box springs regularly.
- ▶ Wash bedding frequently.
- ▶ Do not bring mattresses into your home that were placed outside for a long period of time.
- ▶ Avoid used mattresses and fabric-covered furniture.



- ▶ When staying in a hotel, never put your luggage on the bed — place it on a luggage rack or in the bathroom.
- ▶ If you see bedbugs in a hotel room, immediately ask to change rooms.
- ▶ Vacuum luggage after returning from a trip (especially hotel stays) and immediately wash your clothes with hot water.

## Mold

Left untreated, mold has the potential to cause health problems. The U.S. Environmental Protection Agency (EPA) has prepared a useful guide for homeowners and renters entitled *Mold, Moisture, and Your Home*.

Landlords must either disclose to the tenant visible mold or provide a report indicating the unit is free of mold. If the tenant discovers mold after moving in, they have five days from the move-in inspection to provide the landlord with written notice that mold does exist. The tenant can then either terminate the lease or remain in the property. If they chose to stay, the landlord must remove the mold within five business days. Afterward, the property must be reinspected to confirm the property is free of mold.

Unless the mold problem was caused by the tenant, the landlord is responsible for all costs. If it is necessary for the tenant to vacate the dwelling during mold removal, the landlord is responsible for relocating the tenant and the relocation costs.

## Renters Insurance

Because there are unforeseen hazards everywhere, things can happen that could result in property damages and/or injury to occupants. Hazards that can result in expensive repairs or high medical bills include:

- ▶ Fire and smoke.
- ▶ Ice, snow and sleet.
- ▶ Theft and vandalism.
- ▶ Flooding.
- ▶ Wind and hail storms.
- ▶ Damage caused by vehicles.

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A landlord's insurance policy provides financial protection for the rental property against losses due to hazards. However, if your personal property is destroyed by water damage, fire or other hazards, the landlord's policy will not cover this. That's why tenants are encouraged to purchase a renters insurance policy. A standard renters insurance policy provides content and liability coverage that protects your furniture, clothing, electronics and household items from being a total loss. In addition, renters insurance covers expenses that occur from bodily injuries (liability). Although policies vary, most renters insurance is very affordable. It's recommended that you shop around to find the amount of coverage, premium and deductible that best fits your needs.

Some lease agreements require tenants to have renters insurance as a provision of the lease. When this is the case, the tenant agrees to provide the landlord sufficient proof that a policy was purchased.



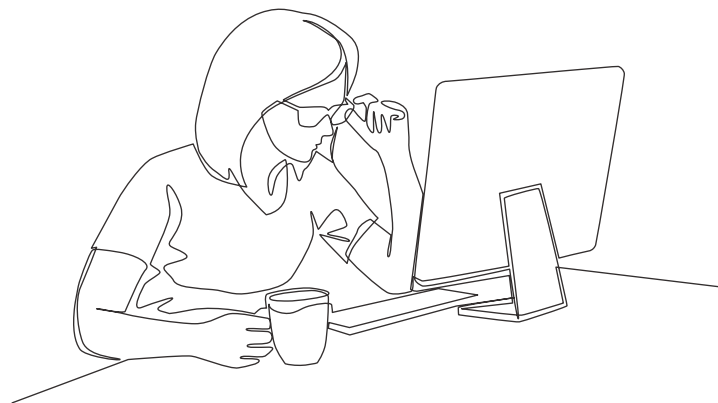
**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](https://VirginiaHousingLearningCenter.com)

# Chapter 9

## The Right Way to Terminate the Lease

Terminating a lease agreement isn't as simple as you might think. Both the landlord and you, the tenant, must follow certain procedures to properly end the tenancy.

No matter what type of lease, it's important to understand that it is your responsibility to provide sufficient notice to the landlord prior to vacating the unit. In addition, as a tenant, you have the right to receive proper notice when the landlord intends to terminate your lease agreement. This chapter examines both sides, provides a legal summary of how court procedures work and reviews various legal documents in Virginia. It also outlines the possible costs you could face after terminating your lease.



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## Provide the Landlord With Notice

Providing your landlord with notice as outlined in your lease agreement is essential. First and foremost, refer back to the “terminating lease” section of your agreement. Reread the lease agreement. **Never abandon the property.** In other words, don’t just move out (vacate) without letting the landlord know. This is often a costly mistake. Not only will you forfeit your security deposit, but you’ll also be liable for any damages due to vandalism, theft and any other financial loss to the landlord.

Surrender the premises in good condition. Reasonable wear and tear is expected. To make sure you receive any security deposit refund, don’t forget to provide a forwarding address. If you aren’t sure about the lease termination process, don’t hesitate to contact the landlord for clarification and instructions. Seek assistance from a professional, such as a HUD Housing Counseling Agency.

## Tenant’s Intent to Vacate: Provide Sufficient Notice

As a rental tenant, you may terminate the lease agreement without reason once the lease term is up. Even so, most lease agreements often require the tenant to provide written notice in advance of the intended move-out date. Make sure you know how much notice is required — usually 30 or 60 days. Deliver the notice by hand or by mail, as indicated in the lease agreement. Include the following information and don’t forget to keep a copy for your records.

- ▶ Your name
- ▶ Unit address
- ▶ Date of the notice
- ▶ Intended vacate date



# Tenant Termination: Before the Lease Expires

If you move out before the lease term expires, there may be penalties. An early termination fee and forfeiture of the security deposit are two of the most common penalties. In some cases, tenants can be held responsible for rent until the lease term expires or the unit is rerented, whichever comes first.

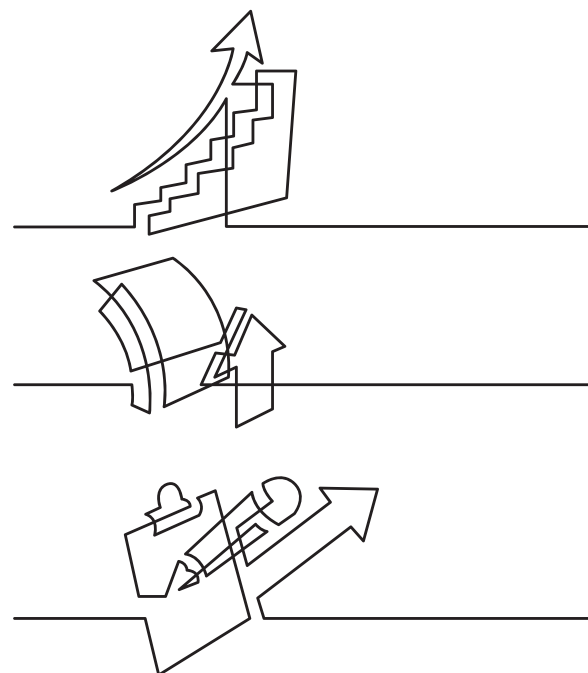
## Early Termination Scenario

Here's one possible scenario: A tenant signed a one-year lease, starting May 1 and terminating April 30 of the following year. The tenant vacated early, on January 31. The tenant can now be held legally responsible for February, March and April rent. However, if the landlord rerents the unit on March 1, the tenant is only responsible for February's rent; the landlord cannot collect rent from both the vacating and new tenants for the months of March and April.

There are some exceptions for early lease termination that may eliminate some or all penalties:

### ► Military Relocation

Special provisions are given to members of the military who receive certain relocation orders. This includes members of the U. S. armed forces and the Virginia National Guard on full-time duty, or those working as Civil Service technicians. The servicemember can terminate the lease early if a permanent change of station order or a temporary duty order for three months or more is received. In addition, the service member is still required to give written notice of not less than 30 days from the first date of the next rental payment. The termination date cannot be more than 60 days from when the servicemember has to depart. This prevents servicemembers from terminating and vacating dwellings earlier than they have to. Eligible servicemembers must present a copy of the relocation order to the landlord. The Servicemembers Civil Relief Act (SCRA) can provide more specifics.



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► **Victims of Abuse or Assault**

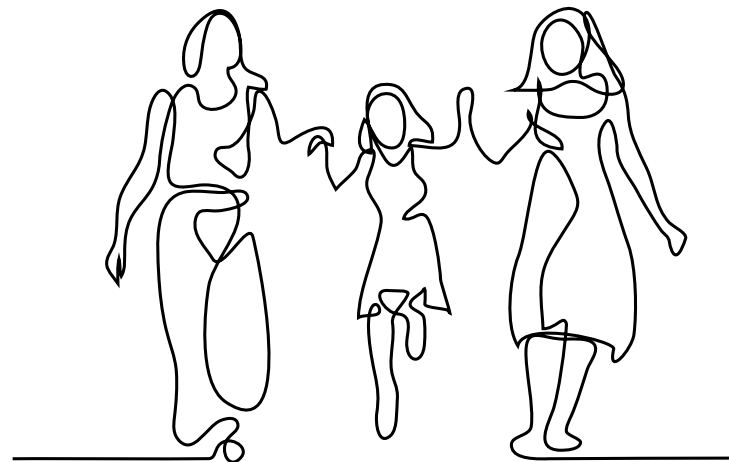
Special provisions exist for victims of family abuse, sexual abuse and criminal sexual assaults. The victim must obtain an order of protection, but the tenant does not have to show that the abuser was convicted of a crime. However, in some cases the tenant doesn't need a protective order at all, but can show that the abuser was convicted of certain crimes. The tenant must provide written notice to terminate, and provide a copy of the protection or conviction order. Any co-tenant, however, remains responsible for rent until the end of the agreement term.

► **Good Cause**

Some more lenient landlords may release tenants with "good cause" from their lease agreement with minimum or no penalty. Good cause may include tenants who experience job loss through no fault of their own, out-of-area job relocation, unexpected medical issues or other unforeseen events. If any of these events impact you, you're encouraged to speak with your landlord.

► **Changes in Family**

Changes in the size of one's family may also merit landlord leniency. Increases in family size due to marriage, children or taking in an elderly parent are examples of family changes. Always be sure to get the approval in writing when the landlord agrees to release you early from your lease agreement.



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## Tenant Termination: Landlord Noncompliance

When a tenant believes the landlord is in noncompliance with the lease agreement and wants to terminate their lease for that reason, they must notify the landlord and specify in writing what the breach is. The notice should include the intended termination date — not less than 30 days — and provide the landlord 21 days to remedy the situation, if possible. If it's not possible to remedy the breach, the notice only needs to state the agreement will terminate in 30 days. The lease will not terminate if the breach is remedied. If the landlord makes the repairs that threaten the health and safety of the tenant within the 21-day period, then the tenant cannot vacate based on landlord noncompliance.

### 30-day Notice

If the breach is remedied and the landlord intentionally commits a similar breach, the tenant only needs to provide a 30-day notice. A 21-day remedy period is not necessary. If the tenant files an assertion, the case will then be heard in court. It is recommended that tenants seek professional advice when they wish to terminate their lease agreement early because of dissatisfaction with the landlord or some provision of the lease agreement. Reasonable attorney's fees may be awarded. Based on the court's ruling, the security deposit may be returned (less damages and unpaid rent) if the court finds the landlord to be in noncompliance with the lease agreement.

### Tenant Assertion or Rent Escrow

When landlord noncompliance is a problem, tenants may want to consider a more serious course of action known as Tenant Assertion or Rent Escrow. This is the process of requesting relief through the courts and paying rent to the courts, which forces the landlord to address serious noncompliance issues. Examples of possible noncompliance issues would be fire safety issues, or any conditions posing a serious threat to the life, health or safety of occupants, such as:

- ▶ Lack of heat, water and/or electricity.
- ▶ Rodent infestation.
- ▶ Sewage disposal.
- ▶ Lead paint.
- ▶ Leaks that allow water to enter the unit.

### Prior Written Notice

The tenant must have served prior written notice to the landlord, as well as have provided the landlord reasonable time to remedy the matter, before taking this course of action. The tenant

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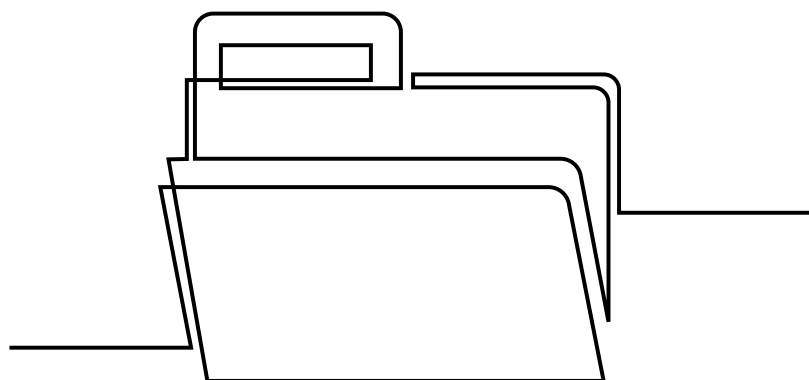
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cannot unreasonably refuse the landlord entry to the dwelling to correct the matter. Most importantly, the landlord (not the tenant) must have caused the situation and be responsible for the correction. If the situation is not fixed, or the landlord refuses to correct the problem, the tenant can then ask the courts to review their request for Tenant Assertion.

### Filing Tenant Assertion and Complaint Document

Tenants must file the Tenant Assertion and Complaint court document within the jurisdiction where the dwelling is located, and pay all rents due into the court's escrow account within five days of the due date. The initial hearing will be held 15 calendar days after notifying the landlord; emergencies usually receive earlier hearings. The judge will grant applicable relief after hearing both sides and reviewing relevant documents.



*It is illegal for a landlord to retaliate against tenants because they took action against the landlord. Tenants have the legal right to take action in court, and to report code or health violations to authorities. However, it is often very hard to prove retaliation when landlords terminate the agreement at lease expiration.*



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## Landlord Termination: Lease Expiration

Once the term of the lease is up, the landlord (like the tenant) can terminate the lease agreement without reason. Even so, the landlord must provide notification — typically 30 or 60 days — that the lease will not continue after the expiration date. However, the landlord only needs to provide a 30-day notice for a month-to-month lease agreement and a seven-day notice for weekly agreements. The tenant must remove all personal property, vacate the dwelling and leave it in good, clean condition, less reasonable wear and tear. The landlord may initiate eviction procedures if the tenant fails to vacate on time.

## Landlord Termination: Transfer of Ownership, Property Sale or Foreclosure

**Property sale and transfer of ownership.** Except in the case of a foreclosure, the terms of a lease agreement don't change simply because ownership has transferred or the owner/landlord has sold the property. The new owner is bound by the original/current terms of the lease agreement and cannot make changes during the term without the tenant's permission. The security deposit and other held funds also transfer with the new owners.

**Foreclosed property.** It's important to know that even if you are paying your rent on time, it doesn't mean your landlord is making their mortgage payment on time — or at all. As a result, the property you're renting can be subject to foreclosure. This means that the landlord's mortgage holder (often a bank) can repossess the property. Tenants may have no idea the owner/landlord has lost the property to foreclosure.





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# Landlord Termination: Noncompliance

A landlord may not ask a tenant to move during the lease period. However, when a tenant fails to comply with the terms of the lease agreement, they are considered to be in noncompliance. In that case, landlords can, and often do, proceed to terminate the lease agreement.

In the case of a foreclosed property, the new owner must honor the existing lease. Tenants with more than 90 days remaining on their lease can remain until the end of the lease period. The only exception is if the new owner will be occupying the unit as a primary residence. In that instance, the new owner must give the tenant a 90-day notice. Tenants with less than 90 days remaining on their lease are still required to receive a 90-day notice. The exception to this would be in the case of a month-to-month lease, in which case termination of the lease will be in accordance with the lease agreement. The tenant must continue making rent payments either to the new owner, the managing agent, or to the court if the new owner or managing agent is unknown.

The Virginia Residential Landlord and Tenant Act and the court system outline the steps landlords must take to terminate a lease due to tenant noncompliance. A tenant should take all notifications and procedures seriously.

## Written Notice of Intent

A landlord must provide the tenant with written notice of their intent to terminate the tenant's lease agreement. The various required notices include initial notice, immediate termination and court order.

### The initial notice:

#### ► "Pay or Quit" Notice

Commonly known as a "Pay or Quit," this notice states that if rent is not paid within five days, the landlord will initiate court proceedings. The notice will include the name of each tenant/lessee and the amount due.

January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

► **30-day Notice – “Breach of Lease” (health and safety concerns)**

Also referred to as a “21/30 Notice,” this notice states that the tenant has breached one or more provisions of the lease agreement. The tenant has 21 days to remedy the breach. If the tenant fails to remedy the breach, the lease will be terminated at the end of the 30 days. If the same or a similar problem occurs, the landlord does not have to give the tenant another 21-day period to remedy the breach.

► **30-day Notice – “Breach of Lease” (nonremedy)**

This notice states that the tenant has breached a lease provision that cannot be remedied. The landlord will terminate the lease agreement at the end of the 30-day period.

► **Immediate “Notice of Termination” (criminal breach)**

This notice states that the tenant has breached the lease agreement in a criminal or willful manner that threatens the health and safety of others. Therefore, the landlord can legally terminate the lease agreement immediately.



*Although the landlord has provided notice terminating the lease agreement, the tenant is still entitled to their day in court.*

**The court order – “Unlawful Detainer.”** If a tenant does not pay their rent, or remedy a breach or move out in accordance with the notice given, the landlord will proceed to gain possession of the dwelling and obtain a court order for rent and other monies owed. This will include late fees, court costs and applicable attorney fees. The landlord cannot evict a tenant without going through the court system to obtain judgment for monies owed and/or a writ of possession in order to gain possession. More specifics about both are detailed later in this chapter. Cases are typically held in General District Court, but could also be held in Circuit Court.

To recap, the landlord will file an Unlawful Detainer with the clerk of the court. The court will then process a summons requiring the tenant to appear in court. The sheriff’s office will serve the summons by regular mail, serve the summons in person or post it on the tenant’s door. Tenants should always go to court when summoned. Judgment may be entered against a tenant who is absent from the courtroom, and the landlord may be granted immediate possession of the dwelling.

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The Unlawful Detainer summons will include a breakdown of monies owed at the time of filing. This includes:

- ▶ Applicable unpaid rent.
- ▶ Interest.
- ▶ Late fee.
- ▶ Damages.
- ▶ Costs.
- ▶ Civil recovery fees.
- ▶ Attorney fees.

In addition, the summons provides important information, including:

- ▶ Plaintiff (owner/landlord) information.
- ▶ Defendant (tenant) information.
- ▶ Dispute information.
- ▶ Hearing date and time.
- ▶ City or county.
- ▶ Court address.
- ▶ Address and description of the rental property.



**The hearing.** Both the tenant and the landlord will have the opportunity to present their sides of the dispute. If the tenant feels the landlord is proceeding to have them evicted in error, they must be prepared to prove it in court. Sufficient documentation and witnesses (if applicable) are recommended. Judges will rule based on the evidence and testimonies. If the landlord wins in court, the tenant must vacate and will be ordered to pay all monies owed. If the tenant wins, the lease will remain in effect and the tenant can remain in the dwelling. It's important to understand that a court-ordered judgment will appear on your credit report for at least seven years, and it will lower your credit score. Keep in mind that if the debt remains unpaid after seven years, the landlord can extend the collection time frame with the court for a period of time.



*If the tenant fails to appear in court, the judge can, and often will, enter a judgment in their absence. This is known as a default judgment.*

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**Contested case.** Tenants who disagree with the court's decision against them have the opportunity to contest the verdict. The tenant will have to post an appeal bond for the full amount of the judgment within 10 days of the judgment and pay ongoing rent as it becomes due. In addition, the court may order the tenant to prepare a written Grounds of Defense. This order requires you to state in detail why you feel the action brought against you is in error. The court may also order the landlord to prepare a Bill of Particulars that states why the landlord feels the action taken against the tenant is valid. Both documents must be filed with the court by the due date. Failure to file promptly could result in an automatic loss.

**Eviction.** Landlords may enter the dwelling prior to a court order if the tenant has turned in the keys, or if there is overwhelming evidence the property has been abandoned and is causing a potential health and safety issue for others. If neither situation exists, the landlord must wait to receive a court-ordered judgment before entering the dwelling. In addition, the landlord may not disconnect utilities to the dwelling or change the locks.

### Request for Writ of Possession

The court-ordered judgment allows the landlord to proceed with gaining possession of the property. This is known as an eviction. The landlord will file a Request for Writ of Possession in Unlawful Detainer Proceedings document with the court. Information provided in this document includes:

- ▶ Case number.
- ▶ City or county in which the case was heard.
- ▶ Address of the dwelling.
- ▶ Plaintiff's (landlord's) name.
- ▶ Defendant's (tenant's) name.

The court will transfer the request to the local sheriff's office. The sheriff will notify the tenant and they must vacate within the time frame contained in the Notice to Vacate. The sheriff will also schedule the eviction date with the landlord and oversee the process on the day of the eviction. The tenant's belongings will be physically removed from the dwelling and typically placed on a nearby curb. However, if the landlord decides to keep the tenant's belongings in the home or in storage, the landlord has to give the tenant 24 hours to get their things. Because this can be a very emotional experience, tenants are urged to move out before the deadline contained on the Notice to Vacate. Always provide the landlord with the keys.

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## “Accept with Reservation”

It's important to understand that failure to pay rent and other monies as outlined in the lease agreement is a breach in itself. Often, breach entitles the landlord to terminate the lease and initiate procedures to have you evicted. In other words, the landlord is entitled to both the money owed and possession of the property.

However, the landlord can accept the rent with reservation. If so, the notice must state that payment is accepted with reservation and that the landlord does not waive their right to evict. If the landlord accepts the rent without reservation, with knowledge of the tenant's noncompliance, then the landlord waives the right to terminate the lease.

The payment received will be applied to delinquent rent and any other monies owed. This does not mean the landlord will evict the tenant, but the landlord does have the right to do so. However, even if the landlord accepts the rent with reservation, the tenant still has a right to redemption, redemption tender, or extended redemption. Tenants are advised to appear in court.

## Right of Redemption

The Right of Redemption, Redemption Tender or Extended Redemption is a legal process that tenants may use to stop eviction for nonpayment of rent. Tenants can exercise this right only once every 12 months. The tenant must pay all amounts owed before (not after) the court date. This includes all:

- ▶ Rent and arrears.
- ▶ Late charges.
- ▶ Interest.
- ▶ Attorney fees.
- ▶ Court costs.

Payment must be by cashier's check, certified check or money order. Get a written receipt after making payment and complete the Notice of Redemption form with the court. You must appear on the date indicated on the Unlawful Detainer. Tenants who have received a promise from a third-party organization or agency to pay on their behalf (after the court date) must file a Redemption



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## Resources

Tender with the court. Obtain a written commitment from the organization/agency stating their promise to pay. All amounts owed must be paid within 10 days after the court date. The written promise must state the organization/agency will pay within that time frame.

The final way to pay and stay is two business days before the sheriff's scheduled eviction date. The tenant can pay all monies owed, including sheriff's fees if applicable, and receive an extended Right of Redemption and the sheriff's eviction (Writ of Eviction) is canceled. Payment can be made to the landlord, the landlord's attorney or the court. Be sure to confirm payment receipt with the landlord and the sheriff to be certain.

## Warrant in Debt

The name of this court document can be confusing. It is not an arrest warrant, but a civil warrant, and is filed by a former landlord when money is owed after the tenant moves out. Unlike the Unlawful Detainer, the Warrant in Debt is for money only, not for possession of the property, because the tenant has already vacated.

### Garnishment

The landlord initiates garnishment procedures to recover monies owed once the judgment is granted. Although the tenant is not required to appear in court, it is highly recommended that they do so. The warrant allows for up to 25% of the former tenant's paycheck and/or up to 100% of the tenant's individual bank account.

#### ► Example: Garnishment

##### ■ Garnishment Proceeding

The landlord can file either a Suggestion for Summons in Garnishment or a Writ of Fieri Facias, which is notifying the tenant of garnishment proceeding. The employer and the financial institution are under court order to take the money and submit it to the court, where the landlord will come to retrieve the funds.

##### ■ Garnishment Submitted

A garnishment submitted to the bank in the amount of \$500 would exhaust the tenant's account if the balance is \$500 or less. If the balance is more than \$500, the bank would only withdraw the garnishment amount.



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### What Can Be Garnished

An individual's bank account can be garnished for the entire amount of the warrant, or 100% of the account balance if less than the amount due. An account cannot be garnished if the individual's bank account is exempt, such as an account holding primarily Social Security benefits.

### Prevention

Look at all possible options to avoid this type of financial hardship, which include making payment arrangements with the landlord, speaking with a Department of Housing and Urban Development (HUD) certified housing/credit counselor or seeking legal advice.

## Time Line at a Glance

- ▶ Rent is due on the first of the month — this starts the first chance in the Redemption Period.
- ▶ Rent is late on the fifth of the month — check your lease agreement; it may differ.
- ▶ Pay or Quit Notice may be issued after the second of the month — this starts the second chance in the Redemption Period.
- ▶ Unlawful Detainer summons may be issued.
- ▶ Court date — this starts the third chance in the Redemption Period.
- ▶ Writ of Possession is filed.
- ▶ Notice of Eviction is served with 72-hour notice — this starts the fourth and final chance in the Extended Redemption Period.
- ▶ Eviction.



**Test Your Knowledge.** Take the quiz for this chapter and get a certificate of completion! You'll be asked to create a user login, if you haven't already: [VirginiaHousingLearningCenter.com](http://VirginiaHousingLearningCenter.com)

# Resources for Renters

## Fair Housing Consultation

### Department of Professional and Occupational Regulation (DPOR)

If you're in a dispute with a landlord, DPOR can assist in many ways. They have the Alternative Dispute Resolution (ADR), a free confidential process in which an impartial third party assists tenants and landlords in reaching a settlement. The impartial third party, who volunteers their services to DPOR, is certified as a mediator by the Virginia Supreme Court. DPOR employees who are trained or have experience with dispute resolution are also used in this process.

804-367-8530

[DPOR.virginia.gov/FairHousing/](https://dpor.virginia.gov/FairHousing/)

### Department of Housing and Urban Development (HUD)

If you're trying to rent or buy a property and feel you've been discriminated against because of your race, color, national origin, religion, sex, family status or disability, you can file a complaint with HUD at no cost. HUD will review your complaint. If it is determined your complaint isn't in their jurisdiction, HUD will consider the case closed. If the complaint is in their jurisdiction, HUD will investigate. Should the investigation's outcome determine that a violation of the Fair Housing Act has occurred, HUD will help you complete an official housing discrimination complaint. All parties will be contacted. The possible outcomes are:

- ▶ **Conciliation.** Parties involved in the complaint sign a conciliation agreement, and then HUD closes the case. However, if one party violates the agreement, HUD can recommend that the U.S. Department of Justice file suit to enforce the agreement.
- ▶ **No Cause Determination.** HUD determines that a violation has not occurred or is not going to occur and closes the case.

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- ▶ **Cause Determination and Charge.** The respondent is charged with violating the law, based on HUD's investigation.
- ▶ **Hearing in U.S. District Court.** Either party can elect to have the case heard in the U.S. District Court.
- ▶ **Hearing Before a HUD Administrative Law Judge.** This happens if neither party elects to have the case heard by the U.S. District Court

*You can call HUD for more detailed information on Housing Discrimination at 800-669-9777 or visit [HUD.gov](https://www.hud.gov).*

## Federal Acts and Legislation

### Americans with Disabilities Act (ADA) Mediation Program

The Americans with Disabilities Act (ADA) Mediation Program, administered by the U.S. Department of Justice, is free for all parties involved. The program informally resolves ADA complaints by allowing those involved to develop solutions that are agreed to by all parties, and which comply with the ADA. The program uses ADA-trained mediators throughout the U.S. The goal of the program is to provide a confidential, voluntary way to resolve ADA complaints fairly and quickly.

### Fair Housing Act

Adopted in 1968 and with several amendments, this Act prohibits discrimination by landlords, real estate companies and other direct providers of housing. It also prohibits discrimination by municipalities, banks or other lending institutions and homeowners insurance companies whose business practices make housing unavailable based on:

- |                   |                      |
|-------------------|----------------------|
| ▶ Race or color   | ▶ Elderliness        |
| ▶ Religion        | ▶ Gender identity    |
| ▶ Sex             | ▶ Sexual orientation |
| ▶ National origin | ▶ Source of income   |
| ▶ Familial status | ▶ Military status    |
| ▶ Disability      |                      |

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### **Servicemembers Civil Relief Act (SCRA)**

This federal law, rewritten in 2003, provides protections for military members as they enter active duty. One of the benefits of the Act is that it allows individuals to break a lease when they go on active duty if the lease was entered into prior to active duty. The Act also allows a servicemember to terminate a residential lease entered into while in the military, if the member receives permanent change of station (PCS) orders, or orders to deploy for a period of not less than 90 days.

### **Protecting Tenants at Foreclosure Act (PTFA)**

This Act provides renters with housing stability when their homes are foreclosed on. Before this federal law was put into place, it was legal in many states for tenants to be required to move with only a few days' notice. Under the PTFA, most tenants now have the right to remain in their home for the remainder of their lease, or for at least 90 days.

## Counseling

### **Department of Housing and Urban Development**

If you've been unsuccessful in renting a home because of your prior credit or renting issues, a counseling agency may be able to help. Many counseling agencies throughout Virginia can assist you in getting ready to rent. The counselor can review your credit and help you create a plan to begin the removal of delinquent accounts to improve your credit score. The counselor can help you create a Spending and Savings Plan. This Plan can become a live document that you revisit frequently. Contact your local HUD counselor from [HUD.gov](http://HUD.gov) for assistance or updates.

[HUD.gov](http://HUD.gov)

### **Military Financial Educators**

In addition to HUD, military personnel can contact any of the following resources for counseling assistance:

- ▶ Air Force      Airman and Family Readiness Center (AFRC)
- ▶ Army            Army Community Services (ACS)
- ▶ Navy            Fleet and Family Support Center (FFSC)
- ▶ Marines        Marine Corps Relief Society (MCRS)

## Legal

If you keep getting denied rental opportunities because of something in your history that keeps coming up, you can contact several agencies for assistance. These agencies have offices in many parts of Virginia, and you should call the one the closest to you. Below is a list of national numbers that can help you locate your local office.

Legal Aid Society of Virginia	<a href="http://VLAS.org">VLAS.org</a>	866-534-5243	
Legal Services of Northern Virginia	<a href="http://LSNV.org">LSNV.org</a>	703-778-6800	
Central Virginia Legal Aid Society	<a href="http://CVLAS.org">CVLAS.org</a>	804-648-1012 434-296-8851 804-862-1100	Richmond Charlottesville Petersburg
Southwest Virginia Legal Aid Society	<a href="http://SVLAS.org">SVLAS.org</a>	888-201-2772	
Legal Aid Justice Center	<a href="http://Justice4All.org">Justice4All.org</a>	804-643-1086 434-977-0553 703-778-3450 804-862-2205	Richmond Charlottesville Northern VA Petersburg

Additional assistance can be received by military personnel by contacting the office of the Judge Advocate General (JAG) for their military branch.

## Virginia Courts

To see a detailed breakdown of the Virginia court system, visit [Courts.State.Va.us/courts/home.html](http://Courts.State.Va.us/courts/home.html).

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# Financial Assistance

## Department of Housing and Community Development (DHCD)

This state agency has a variety of programs that might be able to assist you. A few of DHCD's program are listed here. You can also contact DHCD directly to find out about additional programs.

- ▶ **Affordable and Special Needs Housing (ASNH)** fills gaps in financing the development of new and rehabilitated affordable and special needs housing for low-income Virginians.
- ▶ **The Virginia Homeless Solutions Program (VHSP)** is funded by the State General Fund and the federal Emergency Solutions Grant (ESG) to support Continuum of Care (CoC) strategies and homeless service and prevention programs that align with the following goals to:
  - Reduce the number of individuals/households who become homeless;
  - Shorten the length of time an individual or household is homeless; and
  - Reduce the number of individuals/households that return to homelessness.
- ▶ **Virginia Individual Development Accounts (VIDA)** is a program to help individuals saving for a down payment on a home, business equipment and inventory, or post-secondary education tuition payments. Eligible participants receive training, support and \$8 in matching funds for every \$1 the participant saves, up to \$4,000 in match.

To learn more about programs available through DHCD, please call 804-371-7000 or visit their website at [DHCD.virginia.gov](http://DHCD.virginia.gov).

## Power Pay

This free tool, created by Utah State University, can help you to review your financial situation and create a goal to eliminate your debt. It can also help you in develop a Spending and Savings Plan.

[PowerPay.org](http://PowerPay.org)

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# Rental Search

## VirginiaHousingSearch.com

This housing locator service was launched across Virginia in June 2009. Sponsored by Virginia Housing, VirginiaHousingSearch.com provides detailed information about rental properties and can help prospective renters find housing that best fits their needs.

The free service is available online 24 hours a day or through a toll-free, bilingual call center at 877-428-8844, Monday – Friday, 9 a.m. – 8 p.m. EST.

[VirginiaHousingSearch.com](http://VirginiaHousingSearch.com)

## Housing Choice Voucher Program (also called Section 8)

Housing Choice Vouchers are administered by local housing authorities. The housing authorities receive federal funds from the Department of Housing and Urban Development (HUD) to administer the voucher program, also known as Section 8. Resources to contact for additional information on the voucher program in your area include:

- ▶ [HUD.gov](http://HUD.gov) 800-955-2232
- ▶ [VirginiaHousing.com](http://VirginiaHousing.com) 877-843-2123
- ▶ [GoSection8.com](http://GoSection8.com)

## ACCESS VA

This website enables Virginians with disabilities to find an affordable, accessible place to live. AccessVa.org also provides a variety of other information, including accessible housing resources and an interactive map of Virginia Centers for Independent Living (CILs).

[AccessVa.org](http://AccessVa.org)

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#### The American Red Cross

Some of the services the American Red Cross provides are for people who have been displaced due to a disaster. The organization also helps military families cope with the various challenges they may face. Visit the American Red Cross website for more information or to contact your local office.

[RedCross.org](https://www.redcross.org)

## Reducing Solicitations

These resources can help reduce mail or phone call solicitations:

- ▶ Prescreened mailing lists  
888-5OPT-OUT (888-567-8688)  
[OptOutPrescreen.com](https://www.optoutprescreen.com)
- ▶ Telemarketing calls  
888-382-1222  
[DoNotCall.gov](https://www.donotcall.gov)
- ▶ Direct mailing services  
[DMAchoice.org](https://www.dmachoice.org)

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## Resources

## Credit Reports

### Credit Reporting Agencies

Here are the top three credit reporting agencies and their contact information:

- ▶ Equifax Information Services, LLC  
P.O. Box 740256, Atlanta, GA 30374-0256  
Phone: (866) 349-5191  
[Equifax.com/personal/help/mail-in-credit-report-dispute/](https://www.equifax.com/personal/help/mail-in-credit-report-dispute/)
- ▶ Experian  
P.O. Box 4500, Allen, TX 75013  
Phone: (866) 200-6020  
[Experian.com/blogs/ask-experian/credit-education/faqs/how-to-dispute-credit-report-information/](https://www.experian.com/blogs/ask-experian/credit-education/faqs/how-to-dispute-credit-report-information/)
- ▶ TransUnion Consumer Solutions  
P.O. Box 2000, Chester, PA 19016-2000  
Phone: (833) 395-6941  
[TransUnion.com/credit-disputes/dispute-your-credit](https://www.transunion.com/credit-disputes/dispute-your-credit)

Other sources to view your credit report include:

- ▶ [AnnualCreditReport.com](https://www.annualcreditreport.com)
- ▶ [MyFico.com](https://www.myfico.com)
- ▶ [VantageScore.com](https://www.vantageScore.com)

## Identity Theft Assistance

Along with the counselors and credit agencies previously referenced, the Federal Bureau of Investigation (FBI) can assist you in avoiding identity theft or resolving an identity theft issue.

[FBI.gov](https://www.fbi.gov)

# Publications

## Virginia Residential Landlord and Tenant Act / Virginia Fair Housing Law Overview

The Virginia Residential Landlord and Tenant Act (VRLTA) handbook spells out the rights, remedies and responsibilities of landlords and renters concerning the rental process: [DHCD.virginia.gov](http://DHCD.virginia.gov)

## Modification - Fair Housing Act

A publication with information on modifications covered by the Fair Housing Act, along with questions and answers about the Act, can be found at:

[Justice.gov/CRT/About/HCE/Documents/Reasonable\\_Modifications\\_mar08.pdf](http://Justice.gov/CRT/About/HCE/Documents/Reasonable_Modifications_mar08.pdf)

## Fair Housing and People with Disabilities

As does federal law, the Virginia Fair Housing Law prohibits housing discrimination — in public and private housing — based on race, color, religion, national origin, sex, elderliness, familial status and handicap (disability). Learn more about the law here: [DPOR.virginia.gov/Disabilities](http://DPOR.virginia.gov/Disabilities)

## Hoarding

Hoarding is the excessive accumulation of items and the inability to discard them. Also known by the medical name “disposophobia,” it has gained more public awareness due to shows like *Hoarders* and *Hoarding: Buried Alive*. This link gives you more information:

[DPOR.virginia.gov/sites/default/files/Virginia%20Fine%20Housing/B493-VFH-Hoarders\\_Gen.pdf](http://DPOR.virginia.gov/sites/default/files/Virginia%20Fine%20Housing/B493-VFH-Hoarders_Gen.pdf)

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# Congratulations

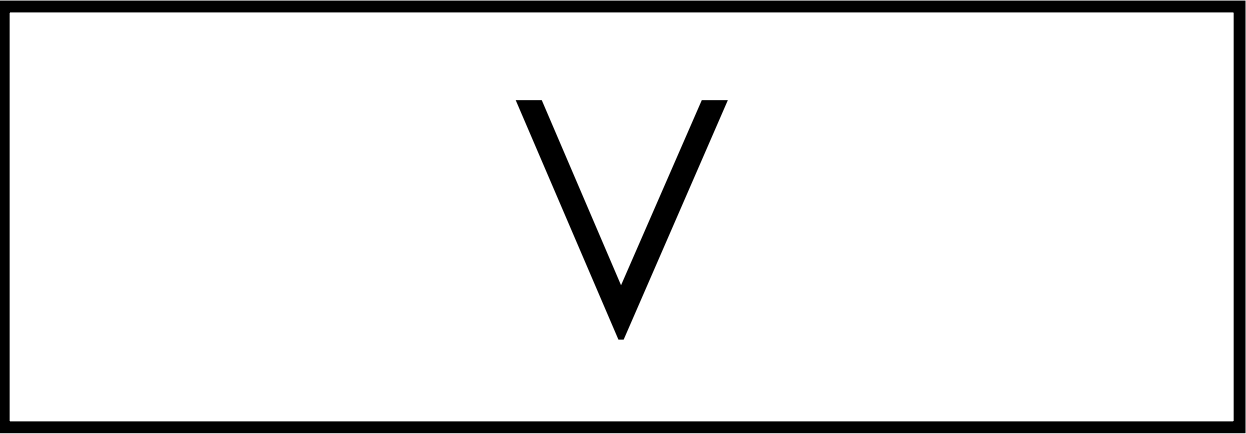
You're on Your Way to Being  
a Successful Renter!

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## Resources



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Holland & Knight LLP  
31 West 52<sup>nd</sup> Street  
New York, New York 10119  
Attention: Alan S. Cohen  
Telephone Number: 212.513.3404

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**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(Dorsey Flats Homes)**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of May 2, 2022 by and among **PB PETERSBURG OWNER II LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **JUSTICE HOUSING INC.**, an Ohio nonprofit corporation (the “Grantee”), and is consented to by **PB PETERSBURG HOLDINGS LLC**, A Virginia limited liability company (the “Sole Member”), **PB PETERSBURG MM II LLC**, a Virginia limited liability company (the “Managing Member”), and **R4 PBVA ACQUISITION LLC**, a Delaware limited liability company (the “Investor Member”). The Sole Member, the Managing Member and the Investor Member are sometimes collectively referred to herein as the “Consenting Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement by the Sole Member, is engaged in the ownership and operation of a 47-unit apartment project for families located in the City of Petersburg, Virginia and commonly known as “Dorsey Flats Homes” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Managing Member, the Investor Member, and Dorsey Flats State Investor, LLC, a Missouri limited liability company (the “State Investor Member” and together with the Investor Member, the “Non-Managing Members”) are members of the Sole Member pursuant to that Amended and Restated Operating Agreement of the Sole Member (the “Operating Agreement”).

C. The Grantee is a member of the Managing Member of the Sole Member of the Owner and is instrumental to the development and operation of the Project; and

D. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

E. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Owner that is required by the Virginia Housing Development Authority (“Virginia Housing”) or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by

the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods: the payment of all cash or immediately available funds at Closing, or the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing or a closing (the “Closing”) to occur in the City of Petersburg, Virginia or via escrow not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

#### Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS**,” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction of the Grantee or to any assignee that shall be a Qualified Beneficiary.

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

#### Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

#### Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Sole Member set forth in Section 1.2 of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Section 16.1 of the Operating Agreement; and

(iii) If to the Grantee, at Justice Housing Inc., 800 Main Street Suit 308, Belmar, NJ 07719, attention: Carol Noland, email: cnoland@justicehousing.com, telephone: (978) 835-9563.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. 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 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.



#### Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

#### Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

#### Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

#### Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

#### Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

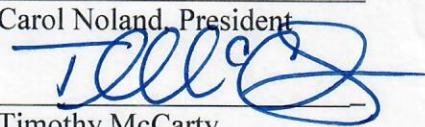
**OWNER:**

PB Petersburg Owner IV LLC,  
a Virginia limited liability company

By: PB Petersburg Holdings LLC,  
a Virginia limited liability company,  
its sole member

By: PB Petersburg MM II LLC,  
a Virginia limited liability company,  
its managing member

By: \_\_\_\_\_  
Carol Noland, President

By:  \_\_\_\_\_  
Timothy McCarty  
Vice President

COMMONWEALTH OF \_\_\_\_\_ )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, which is the sole member of PB Petersburg Owner IV LLC and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]



~~State~~  
COMMONWEALTH OF ~~Mississippi~~ )  
CITY/COUNTY OF Madison )

On 4th day of May, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Timothy McCarty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Vice President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, which is the sole member of PB Petersburg Owner IV LLC and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

*Veronica Walker*

Commission expires:

12/16/23

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]



IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

PB Petersburg Owner IV LLC,  
a Virginia limited liability company

By: PB Petersburg Holdings LLC,  
a Virginia limited liability company,  
its sole member

By: PB Petersburg MM II LLC,  
a Virginia limited liability company,  
its managing member

By:   
Carol Noland, President

By: \_\_\_\_\_  
Timothy McCarty  
Vice President

COMMONWEALTH OF N/A )  
CITY/COUNTY OF MONMOUTH )


On MAY 3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, which is the sole member of PB Petersburg Owner IV LLC and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_



 5-3-22

[SIGNATURES CONTINUE ON NEXT PAGE.]

**GRANTEE:**

Justice Housing Inc.  
an Ohio nonprofit corporation

By: Carol Noland  
Carol Noland, President

COMMONWEALTH OF N/A )  
CITY/COUNTY OF MONMOUTH )

On 5/3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President of Justice Housing Inc., and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_



5-3-22

*[Handwritten Signature]*

[SIGNATURES CONTINUE ON NEXT PAGE.]



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**SOLE MEMBER:**

PB Petersburg Holdings LLC,  
a Virginia limited liability company

By: PB Petersburg MM II LLC,  
a Virginia limited liability company,  
its managing member

By: \_\_\_\_\_  
Carol Noland, President

By: \_\_\_\_\_  
Timothy McCarty  
Vice President

COMMONWEALTH OF \_\_\_\_\_)  
\_\_\_\_\_)  
CITY/COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**SOLE MEMBER:**

PB Petersburg Holdings LLC,  
a Virginia limited liability company

By: PB Petersburg MM II LLC,  
a Virginia limited liability company,  
its managing member

By: Carol Noland  
Carol Noland, President

By: \_\_\_\_\_  
Timothy McCarty, Vice President

COMMONWEALTH OF N/A )  
CITY/COUNTY OF MONMOUTH )

On MAY 3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_



Neil A. Orlofske 5-3-22

[SIGNATURES CONTINUE ON NEXT PAGE.]

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**SOLE MEMBER:**

PB Petersburg Holdings LLC,  
a Virginia limited liability company

By: PB Petersburg MM II LLC,  
a Virginia limited liability company,  
its managing member

By: \_\_\_\_\_  
Carol Noland, President

By:  \_\_\_\_\_  
Timothy McCarty  
Vice President

COMMONWEALTH OF \_\_\_\_\_ )

CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]



~~State~~  
COMMONWEALTH OF Mississippi  
CITY/COUNTY OF Madison

On 4<sup>th</sup> day of May, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Timothy McCarty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Vice President of PB Petersburg MM II LLC, the managing member of PB Petersburg Holdings LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

*Veronica Walker*

Commission expires: 12/14/23

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]



**MANAGING MEMBER:**  
PB Petersburg MM II LLC,  
a Virginia limited liability company,

By: \_\_\_\_\_  
Carol Noland, President

By: \_\_\_\_\_  
Timothy McCarty, Vice President

COMMONWEALTH OF \_\_\_\_\_)

)

CITY/COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]

**MANAGING MEMBER:**

PB Petersburg MM II LLC,  
a Virginia limited liability company,

By:

Carol Noland  
Carol Noland, President

By:

Timothy McCarty, Vice President

COMMONWEALTH OF N/A )

CITY/COUNTY OF MONMOUTH )

On MAY 3, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public



Commission expires:

Registration No.: \_\_\_\_\_

5-3-22  
[Signature]

[SIGNATURES CONTINUE ON NEXT PAGE.]





**MANAGING MEMBER:**

PB Petersburg MM II LLC,  
a Virginia limited liability company,

By: \_\_\_\_\_  
Carol Noland, President

By: \_\_\_\_\_  
Timothy McCarty, Vice President

COMMONWEALTH OF \_\_\_\_\_)

)

CITY/COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Carol Noland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as the President of PB Petersburg MM II LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

Registration No.: \_\_\_\_\_

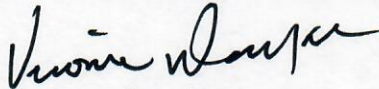
[SIGNATURES CONTINUE ON NEXT PAGE.]



State  
COMMONWEALTH OF Mississippi )  
CITY/COUNTY OF Madison )

On 4<sup>th</sup> day of May, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Timothy McCarty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Vice President of PB Petersburg MM II LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public



Commission expires: 12/16/23

Registration No.: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE.]



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

R4 PBVA Acquisition LLC,  
a Delaware limited liability company

By: R4 Manager LLC,  
a Delaware limited liability company

By:

\_\_\_\_\_  
Name: Jason N. Gershwin  
Title: Authorized Signatory

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_)  
CITY/COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Jason N. Gershwin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Authorized Signatory, the manager of R4 Manager LLC, a Delaware limited liability company, the manager of R4 PBVA Acquisition LLC and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

*[See Attached]*

## **Exhibit A - Legal Descriptions**

### **PARCEL ONE: 612 Pegram Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the appurtenances thereto belonging, lying and being on the West side of Pegram Street in the City of Petersburg, Virginia, and bounded on the north by property belonging to John Bell, on the South by George Taylor's lot, on the West by property of Andrew Jackson and on the East by Pegram Street; it being a portion of Lot 67 of the Poorhouse Tract as shown on a plat of Mt. Airy which is a part of the Poorhouse Tract made by J.C. Armstead, February 3, 1865, and recorded in the Clerk's Office of the Hustings Court of the City of Petersburg, Virginia, in Plat Book 1, Page 35.

IT BEING the same property conveyed to the City of Petersburg, a Municipal Corporation, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia v. 612 Pegram Street, Tax Map #030090003, Edna J. Valentine, Owner, Chancery No. 04-278", said Deed dated December 27, 2004, and recorded in the aforesaid Clerk's Office as Instrument Number 040005849.

Tax Map Number 030-090003  
Assessed Value: \$14,400.00

### **PARCEL TWO: [INTENTIONALLY OMITTED TO CLOSE AT LATER DATE PER TERMS OF EXISTING PURCHASE AGREEMENT]**

### **PARCEL THREE: 709 Ann Street, Petersburg, VA 23803**

Parcel 1: All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being situate on the North side of Ann Street, in the City of Petersburg, State of Virginia, fronting thereon forty (40) feet and extending back northwardly therefrom between parallel lines eighty-four (84) feet, more or less, it being Lot No. (5) on a certain Plat of Lots belonging to T.L. Bond and recorded in the Clerk's Office of the Hustings Court of the said City of Petersburg, Virginia in Deed Book 54, at page of a deed dated December 2, 1891, from said T.L. Bond to David Johns, Jr.

Parcel II: All that certain lot or parcel of land with improvements thereto belonging, lying and being on the north side of Ann street, in the City of Petersburg, Virginia, fronting thereon forty (40) feet and extending back northwardly between parallel lines, eighty-five (85) feet, more or less, to a line just half way between said Ann Street and Union Avenue, and is lot Number 7 in a plat made by the said Bond and of record in Deed Book 54, at page 723, which said plat is a subdivision of Lots numbers 6, 7, 8 and 9 in a plat made by Charles F. Collier, Executor and John Ennis, deceased, of record in Deed Book 50, at page 724, of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

Parcel III: All that certain lot or parcel of land with the improvements and appurtenances thereto belonging, lying and being on the South side of Wesley Street (formerly Union Avenue) in the City of Petersburg, Virginia, fronting thereon 40 feet and extending back parallel lines 85 feet, more or less.

Parcel IV: All those lots or parcels of land with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the North side of Ann Street in the City of Petersburg, Virginia, fronting on said Ann Street, forty-two feet, six inches (42'6"), more or less, and running back northwardly between parallel Lines eighty-four ( 84) feet, more or less, the said property being composed of the southwest Two feet, six inches (2'6" ) of Lot No. 9 and the southern part of Lot No. 8, as shown on a plat of lots of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Virginia municipal corporation, by Deed from James W. Elliott, Special Commissioner, dated June 19, 2001, and recorded in the aforesaid Clerk's Office as Instrument Number 010002834.

Tax Map Number 030-180009  
Assessed Value: \$25,800.00

**PARCEL FOUR: 735 Halifax Street, Petersburg, Virginia 23803**

Tract 1: All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the westerly side of Halifax Street and on the southerly side of Independence Avenue in the City of Petersburg, Virginia, fronting on the westerly side of Halifax Street, 45 feet, more or less, and running back between parallel lines in a westerly direction 50 feet, more or less, along the southerly side of Independence Avenue.

IT BEING the same property conveyed to the City of Petersburg, by Deed from Joseph P. Whittle, Jr., dated November 24, 1997, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 582, Page 172.

Tract II: All that certain lot or parcel of land with the improvements thereon and appurtenances thereto belonging, lying, being and situate in the City of Petersburg, State of Virginia, on the west side of Halifax Street, fronting on said street Forty-five (45) feet, more or less, from the intersection of said Halifax Street and Independent Avenue and running back between parallel lines One Hundred Fifty (150) feet. Reference is further made to a plat of said property dated May 1946, by J.W. Pugh, Engineer, being now of record in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 154, Page 509.

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IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia, vs. Sylvester Sheppard, et al", dated June 28,1999, and recorded in the aforesaid Clerk's Office in Deed Book 620, Page 352.

Tax Map Number 030-200011  
Assessed Value: \$17,400.00

**PARCEL FIVE: 803 South Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with improvements thereon lying and being in the City of Petersburg, Virginia, on the East Side of Jones Street and bounded as follows: on the west by Jones Street upon which it fronts forty-two (42) feet, six inches; on the north by the land formerly belonging to J. York Harris along said line it runs eastwardly ninety (90) feet, 9 inches to the property of James Miles; and southwardly along said line thirty-eight (38) feet, 7 inches to a ten-foot alley known as Shore Alley; on the south by Shore Alley along which it runs westwardly seventy (70) feet, 2 inches to the point of beginning which is the northeast corner of Jones Street and Shore Alley.

IT BEING the same property conveyed to The City of Petersburg by Special Commissioner's Deed from John W. Montgomery, dated June 6, 2005, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 060005826.

Tax Map Number 030-200018  
Assessed Value: \$18,100.00

**PARCEL SIX: 604 Shore Street, Petersburg, Virginia 23803**

All those three certain lots or parcels of land, together with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the south side of Shore Street and the west side of St. James Street, in the City of Petersburg, Virginia. Each of the said lots fronts on Shore Street 30 feet, and extends back southwardly between lines parallel with the west side of St. James Street 140 feet, more or less, being Lot Numbers 4, 5 and 6, shown on a certain plat recorded December 7, 1890, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 54, Page 294.



IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from Nancy Birdsall Bain and Orion L. Birdsall, Jr., dated November 22, 2000, and recorded in the aforesaid Clerk's Office in Deed Book 649, at Page 569.

Tax Map Number 030-250003  
Assessed Value: \$17,300.00

**PARCEL SEVEN: 425 South West Street, Petersburg, VA 23803**

All those certain lots or parcels of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 105 feet, more or less, on the east side of South West Street and running back 110 feet along the north side of Stainback Street and being Lots 4,5 and 6, Block B, as shown on plat entitled Bishop Payne Divinity School made by J. W. Pugh, Registered Engineer, dated May 1953, a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Plat Book 2, page 294.

TOGETHER WITH AN EASEMENT OF RIGHT- OF -WAY FOR INGRESS, EGRESS AND UTILITIES OVER THE REAR OR EASTERN 12 FEET OF LOT 3, BLOCK B, AS SHOWN ON THE SAID PLAT.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from Catherine Cole, t/a Cole's Repair & Recycling, dated June 5, 2000, and recorded in the aforesaid Clerk's Office in Deed Book 640, Page 596.

Tax Map Number 029-150006  
Assessed Value: \$15,700.00

**PARCEL EIGHT: 715 South West Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon belonging, lying, being and situate in the City of Petersburg, Virginia, designated as Lot No. Eighty-Four (84), on the plat of the Poor House Tract, which plat is on file in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, the said lot hereby conveyed fronting on West Street fifty (50) feet and running back between parallel lines two hundred and ten (210) feet.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Municipal Corporation, by Deed from James W. Elliott, Special Commissioner, dated February 1, 2002, and recorded in the aforesaid Clerk's Office as Instrument Number 020000559.

Tax Map Number 030-090035  
Assessed Value: \$10,300.00

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**PARCEL NINE: 517 St. Matthew Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, lying, being and situate on the north side of St. Matthews Street in the City of Petersburg, Virginia, fronting thereon 57 feet, more or less, and described as follows: Beginning at a point on St. Matthews Street, thence along a line in a northerly direction 240 feet, more or less, to a point on the south side of Shore Street; thence along the south line of Shore Street in an easterly direction 15 feet to a point; thence along a line in a southerly direction 100 feet, more or less, to a point; thence along a line in an easterly direction 42 feet, more or less, to a point; along a line in a southerly direction 140 feet, more or less, to a point on the northern line of St. Matthews Street; thence west along the north line of the said St. Matthew Street, 57 feet, more or less, to the point of beginning. Designated by current street number 517 St. Matthew Street, Petersburg, Virginia.

IT BEING the same property conveyed to City of Petersburg, Virginia, a municipal corporation, by Deed of Gift from Rosetta G. Henderson, dated October 19, 2005 and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 05-5494.

Tax Map Number 030-260005  
Assessed Value: \$9,400.00

**PARCEL TEN: 716 Harding Street, Petersburg, Virginia 23803**

All those two parcels of land, with the improvements thereon and appurtenances thereto belonging, lying, being and situate on the west side of Harding Street in the City of Petersburg, Virginia, fronting on said street 80', more or less, and running back westwardly between parallel lines 120 feet, more or less, being Lots 1 and 2 as shown on plat of Starke Subdivision, made by C. R. Bishop, November 22, 1913, recorded in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 84, page 33.

IT BEING the same property conveyed to City of Petersburg, Virginia, a Municipal Corporation by Deed from Richard L. Jones, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia, etc. v. Edward D. Farley, et al." CH95000-843-00, dated July 2, 1996, and recorded in the aforesaid Clerk's Office in Deed Book 562, at Page 362.

Tax Map Number 031-250012  
Assessed Value: \$7,400.00

**PARCEL ELEVEN: 708-710 Kirkham Street, Petersburg, Virginia 23803;**

**PARCEL FIFTEEN: 716 Kirkham Street, Petersburg, Virginia 23803**

**PARCEL TWENTY-ONE: 712-714 Kirkham Street, Petersburg, Virginia 23803**

All that certain lots or parcels of land with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, being known by current City street numbers 708-710, 712-714, and 716 Kirkham Street; said property being shown on a "Plat of 708-716 Kirkham Street, Petersburg, Virginia", made for J.O Patram by Charles C. Townes & Associates, Civil Engineers, Colonial Heights, Virginia, dated October 9, 1978; said plat being recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia in Deed Book 361 at page

127; said property fronting 160.73 feet on the South side of Kirkham Street and running back on its eastern boundary 126.05 feet; on its western boundary 125.67 feet, with a rear width of 157.51 feet.

IT BEING a portion of the same property conveyed to City of Petersburg, a municipal corporation by Deed of Gift from James Edward Whitley and Zelda Ann Whitley, dated January 16, 2002, and of record in the aforesaid Clerk's Office as Instrument Number 020001956, referred to as "Parcel 5" therein.

Tax Map Number 045-380033  
Assessed Value: \$6,800.00

Tax Map Number 045-380031  
Assessed Value: \$6,300.00

Tax Map Number 045-380032  
Assessed Value: \$5,000.00

**PARCEL TWELVE: 249 North Carolina Avenue, Petersburg, Virginia 23803**

All of that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto, belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 57 feet on the north line of North Carolina Avenue and extending back in a northerly direction and being shown on a plat of "Improvements on Nos. 249-251 North Carolina Avenue in the City of Petersburg, Virginia", dated April 12, 1990 and drawn by Harvey L. Parks, Inc., a copy of which is recorded in the Clerk's Office of the City of Petersburg, Virginia for a more particular description of the property conveyed herein; said property being known by the current street addresses of 249-251 North Carolina Avenue, Petersburg, Virginia.

IT BEING the same property conveyed to the City of Petersburg, a municipal corporation, by Deed from Anthony L. Balthrop, by T.O. Rainey, III, Special Commissioner, dated September 12, 2001, and recorded in the aforesaid Clerk's Office as Instrument Number 010004561.

Tax Map Number 044-110020  
Assessed Value: \$6,600.00

**PARCEL THIRTEEN: 808 Halifax Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current city street number 808 Halifax Street, the metes and bounds whereof are shown on a plat of said property made by A.C. Boisseau, Surveyor, which is attached to a deed recorded in Deed Book 309, at Page 43, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia. Reference is further made to plat recorded in Deed Book 309, Page 114, and recorded with Instrument No. 030001708.;

IT BEING the same property conveyed to City of Petersburg, a municipal corporation, by Deed from Tyrone Myrick, dated March 19, 2003, and recorded in the aforesaid Clerk's Office as Instrument Number 030001708.

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Tax Map Number 030-250011  
Assessed Value: \$10,400.00

**PARCEL FOURTEEN: 839 Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, situate on the side of Jones Street in the City of Petersburg, Virginia, fronting on said street 58 feet and running back on the north side 104 feet and on the south side 88 feet, the said property being designated by the current city street numbers 839-841 South Jones Street.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery suit of "Commonwealth of Virginia, City of Petersburg, Virginia v. 839-841 South Jones Street, Tax Map Estate of John Hill, Jr. and Bernice K. Hill, Owners, Chancery No. 04-315", dated June 8, 2005, and recorded June 9, 2005, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 050002607.

Tax Map Number 045-060002  
Assessed Value: \$8,500.00

**PARCEL SIXTEEN: 742 Mount Airy Street, Petersburg, Virginia 23803**

All those certain lots or parcels of land, with the improvements thereon and the appurtenance thereto belonging, lying, being and situate in the City of Petersburg, Virginia, designated as Lot No. Eleven (11) and Twelve (12) on a plat made by E.A. Pillow, for J.W. Young subdividing lot designated as Lot No. 28 on map of Cedar Grove made for Estate of A. G. McIlwaine, deceased. Said property being currently designated by city street No. 742 Mt. Airy Street.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation, by Deed from Victoria Brown, dated March 15, 1999, and recorded March 24, 1999, in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 610, at Page 715.

Tax Map Number 030-220012  
Assessed Value: \$7,800.00

**PARCEL SEVENTEEN: 742 Blick Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying at the Northwest corner of the intersection of Shore Street and Blick Street, in the City of Petersburg, Virginia, fronting on the west side of Blick Street 76 feet and ten inches, and running back westwardly on its southern line 108 feet and three inches, and on its northern line 98 feet and six inches, to the property now or formerly belonging to Bettie Johnson, and having a rear width on its western line of 73 feet.

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IT BEING a portion of the same property conveyed to City of Petersburg, a Municipal Corporation existing and organized under the laws of Virginia, by Deed from Elvin W. Briggs, dated November 3, 2005, and recorded November 22, 2005, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 050005628.

Tax Map Number 031-230009  
Assessed Value: \$9,000.00

**PARCEL EIGHTEEN: 627 Harding Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying and being and situate on the east side of Harding Street, in the City of Petersburg, Virginia, in which it fronts fifty-five (55) feet, more or less, and from which it runs back eastwardly, between parallel lines, one hundred and forty-five (145) feet, more or less, said property being known by current city street address of 627 Harding Street.

IT BEING the same property conveyed to The City of Petersburg, Virginia, a Virginia municipal corporation by Deed from Marshall H. Harris, dated September 16, 2008, and recorded October 1, 2008, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 080003951.

Tax Map Number 031-200046  
Assessed Value: \$9,000.00

**PARCEL NINETEEN: 804 South Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, lying, being and situate at the southwest corner of Jones Street and Gladestone Avenue in the City of Petersburg, Virginia, and being designated by current city street number as 804 South Jones Street, fronting on the west side of Jones Street fifty feet, more or less, and running back between parallel lines one hundred and forty-five feet, more or less, said lot being an eastern portion of lot number forty-nine (49) on plat of Cedar Grove.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation by Deed from Sherman Leon Morgan, Sr., dated April 28, 2003, and recorded May 9, 2003, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 030001993.

Tax Map Number 030-230012  
Assessed Value: \$7,400.00

**PARCEL TWENTY: 135 Kentucky Avenue, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 90 feet on the north side

of Kentucky Avenue in the City of Petersburg, Virginia, and running back northwardly between parallel lines 80 feet..

IT BEING the same property conveyed to City of Petersburg, Virginia, a municipal corporation by Deed of Gift from Mary A. Edmunds, dated May 4, 2005, and recorded May 10, 2005, in the Clerk's Office of the Circuit Court of City of Petersburg, Virginia, as Instrument Number 050002131.

Tax Map Number 031-200028  
Assessed Value: 11,000.00

**PARCEL TWENTY-TWO: 809 South Jones Street, Petersburg, Virginia 23803**

All that certain piece or property with the improvements thereon and the appurtenances thereto belonging, lying, being and situated on the southeast corner of Jones Street and Shore Alley, in the City of Petersburg, Virginia, fronting on said Jones Street eighty-five (85) feet, more or less, and extending back in an Eastwardly direction one hundred twenty (120) feet, more or less.

IT BEING the same property conveyed to City of Petersburg, a municipal corporation by Deed from T.O. Rainey, III, Special Commissioner in the Civil Action of "Commonwealth of Virginia, City of Petersburg, Virginia vs. 809 S. Jones Street; Tax Map #030 240014, Estate of Virginia Starke, Owner," dated November 19, 2007, and recorded November 21, 2007, in the Clerk's Office of the Circuit Court of City of Petersburg, Virginia, as Instrument Number 070006281.

Tax Map Number 030-240014  
Assessed Value: \$10,100.00

**PARCEL TWENTY-THREE: 408 Shore Street, Petersburg, Virginia 23803**

All that certain tract or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, at the corner of Shore Street and Chestnut Alley, fronting on said Shore Street 57 feet, more or less, and running back between parallel lines along said Chestnut Alley 106 feet, more or less, to the property formerly owned by the late H. G. Leigh and designated as the northeast quarter of Lot 317 on Bolling's Plat of The Heights. The aforesaid property is designated by current street No. 408 Shore Street.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation by Deed from Harold James and Bessie James, dated April 15, 2003, and recorded on April 25, 2003, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 030001767.

Tax Map Number 031-390005  
Assessed Value: \$6,900.00

**PARCEL TWENTY-FOUR: 415 St. Matthew Street, Petersburg, Virginia 23803**



All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the North side of St. Matthew Street, in the City of Petersburg, Virginia, fronting on said street fifty seven (57) feet, more or less, and running back northwardly between parallel lines one hundred eleven (111) feet to the line of the property now or formerly owned by R. B. Willcox, and being the southeastern one fourth (1/4) of Lot No. 318 of Bolling's plat of "Delectable Heights."

IT BEING the same property conveyed to the City of Petersburg, by Special Commissioner's Deed from David G. Browne, Special Commissioner, and James Perkins, Vernon Cornish, Donald Cornish and Jonathan Cornish, dated June 29, 2009, and recorded August 7, 2009, in the Clerk's Office of the Circuit Court of City of Petersburg, Virginia, as Instrument Number 090002249.

Tax Map Number 031-390009  
Assessed Value: \$11,800.00

**PARCEL TWENTY-FIVE: 1004 Farmer Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the South side of Farmer Street in the City of Petersburg, Virginia, fronting thereon 42 feet, more or less, and running back southwardly on its eastern and western boundaries by lines parallel 150 feet, more or less, the said property being designated by current street number as 1004 Farmer Street.

IT BEING the same property conveyed to City of Petersburg, Virginia, a municipal corporation, by Deed of Gift from Mary A. Edmunds, dated May 4, 2005, and recorded May 10, 2005, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 050002129.

Tax Map Number 030-040002  
Assessed Value: \$6,500.00

**PARCEL TWENTY-SIX: 852 Rome Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying and being in Petersburg, Virginia, known as 852-856 Rome Street, Petersburg, VA.

IT BEING the same property conveyed to City of Petersburg, Virginia, a political subdivision of the Commonwealth of Virginia, by Quitclaim Deed from Karen S. Westbrook, Mark R. Westbrook, Lisa S. Westbrook, William S. Westbrook, Thomas P. Westbrook, III, Robert S. Westbrook, Terri Westbrook Tornatore (formerly known as Terri L. Westbrook) and Worldwide Church of God - Joseph W. Tkach, Pastor General and Publisher, Plain Truth, dated November 1, 1999, and recorded in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 638, at Page 665.

Tax Map Number 023-400025  
Assessed Value: \$7,400.00

**PARCEL TWENTY-SEVEN: 328 Shore Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land, together with any improvements thereon and appurtenances thereto belonging, lying, being and situate on the south side of Shore Street, in the City of Petersburg, Virginia known numbered and designated as 328-330 Shore Street; and further shown on a certain plat of survey made by T. R. Dunn, C.E. for B. B. Vaughan, Jr., dated November 29, 1884, recorded in the Clerk's Office, Circuit Court, City of Petersburg, Virginia, in Deed Book 46, Page 107, reference to which is hereby made for a more particular description of said real estate.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from L. S. Jefferson Properties, Inc., A Virginia Corporation, dated August 9, 2001, and recorded August 22, 2001, in the aforesaid Clerk's Office as Instrument Number 010003110.

Tax Map Number 031-380003  
Assessed Value: \$6,600.00

**PARCEL TWENTY-EIGHT: 322 Shore Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the south side of Shore Street, in the City of Petersburg, Virginia, fronting on said Shore Street a distance of 51 feet, more or less, and extending back between parallel lines of distance of 115 feet, more or less, the building on which is currently designated as 322-326 Shore Street.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs. First Shelter Mortgage, et als", dated March 24, 2000, and recorded May 11, 2000, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 637, at Page 403.

Tax Map Number 031-380004  
Assessed Value: \$6,000.00

**PARCEL TWENTY-NINE: 204 Kentucky Avenue, Petersburg, Virginia 23803**

All that certain lot of land with the improvements thereon and the appurtenances thereto belonging, lying 46 feet on the South side of Kentucky Avenue in the City of Petersburg, Virginia, extending back 113 feet between parallel lines and being bounded on the North by Kentucky Avenue; on the South by property now or formerly belonging to J. D. Dalley; on the East by property now or formerly belonging to William Budd; and on the West by property now or formerly belonging to S. D. Cole and being known by current city street No. 204 Kentucky Avenue.

IT BEING the same property conveyed to City of Petersburg, a Municipal Corporation, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia v. 204 Kentucky Avenue, Tax Map #031260036, Samuel Jones, Owner,

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Chancery No. 04-204", dated December 27, 2004, and recorded December 28, 2004, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 040005844.

Tax Map Number 031-260036  
Assessed Value: \$5,400.00

**PARCEL THIRTY: 521 St. Mark Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon belonging, lying, being and situate in the city of Petersburg, Virginia, on the north side of St. Marks Street, and currently designated by city street numbers as 519-21 St. Marks Street, on which it fronts 36.2 and being known as Lot No. 2 on a plat made by J.W. Pugh, Engineer, dated September, 1929 and attached to that certain deed from Garland E. Mathews and wife, to Richard Garland Brockwell dated September 4, 1929 and duly recorded in the Clerk's Office of the Circuit Court of Petersburg, Virginia, in Deed Book 119 at page 20.

IT BEING the same property conveyed to The City of Petersburg, by Special Commissioner's Deed from John W. Montgomery, Special Commissioner, dated June 6, 2005, and recorded June 9, 2005, in the aforesaid Clerk's Office as Instrument Number 050002600.

Tax Map Number 044-050011  
Assessed Value: \$5,000.00

**PARCEL THIRTY-ONE: 725 Sterling Street, Petersburg, Virginia 23803**

All that certain piece or parcel of land with the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting on the east side of Sterling street 130 feet and running between parallel lines 40 feet.

IT BEING the same property conveyed to the City of Petersburg, Virginia, a Virginia municipal corporation by Deed from James W. Elliott, Special Commissioner, on behalf of Emma Jean Jones and Trisha Ryan Jones, dated May 17, 2001, and recorded June 12, 2001, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 010002151.

Tax Map Number 031-250024  
Assessed Value: \$2,800.00

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**PARCEL THIRTY-TWO: 731 West Street, Petersburg, Virginia 23803**

All that certain lot or parcel of real property, with the improvements thereon and the appurtenances thereto, belonging, lying, being and situate in the City of Petersburg, Virginia, fronting for a distance of 25.00 feet, more or less, on the east line of South West Street and running back there from in an easterly direction by and between parallel side lot lines for a distance of 210.00 feet, more or less, and being the southernmost 25.00 feet on the southern one-half of the parcel designated as Lot No. 82 on the plat of the "Poor House Tract", a copy of which is recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Plat Book 1, as Plat Number 35, reference to said plat is hereby made for a more particular description of the real estate conveyed herein; said property being known in the records of the real estate assessor of the City of Petersburg, Virginia by the current street address of 731 South West Street, Petersburg, Virginia.

IT BEING the same property conveyed to The City of Petersburg, Virginia, a municipal corporation, by Deed from Brandon T. Jennings, dated October 25, 2011 and recorded October 28, 2011, in the aforesaid Clerk's Office as Instrument Number 110002342.

Tax Map Number 030-090029  
Assessed Value: \$3,000.00

**PARCEL THIRTY-THREE: 919 Wythe Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, fronting 35 feet on the north side of West Wythe Street, formerly Shepard Street, and running back in a northerly direction between parallel lines a distance of 150 feet and having a rear width of 35 feet and being shown and designated on a certain plat entitled "Plat Showing Property To Be Acquired By Marie E. Phillips 919 West Wythe Street, Petersburg, Virginia", made by Richard A. Bristow, Certified Land Surveyor, dated August 4, 1976, a copy of which is attached to and made a part of a deed to Marie E. Phillips from Edward Brooks Farley and Gloria T. Farley, husband and wife, dated August 6, 1976, and recorded in the aforesaid Clerk's Office in Deed Book 343, at Page 300.

IT BEING the same property conveyed to The City of Petersburg, by Special Commissioner's Deed from John W. Montgomery, Special Commissioner, dated June 6, 2005, and recorded June 9, 2005, in the aforesaid Clerk's Office as Instrument Number 050002605.

Tax Map Number 024-270022  
Assessed Value: \$6,300.00

**PARCEL THIRTY-FOUR: 202 Kentucky Avenue, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, bearing the current city street number of 200-202 Kentucky Avenue, fronting 42 feet on the south side of Kentucky Avenue and extending back between parallel lines 113 feet.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs. First Shelter Mortgage, et als", dated March 24, 2000, and recorded May 11, 2000, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 637, at Page 400.

Tax Map Number 031-260037  
Assessed Value: \$4,500.00

**PARCEL THIRTY-FIVE: 151 Virginia Avenue, Petersburg, Virginia 23803**

All that certain lot or parcel of land with the improvements thereon and the appurtenances thereto belonging, situate, lying, and being on the corner of Diamond Street and South Carolina Avenue, fronting on said Diamond Street Forty-one (41) feet, and running back about One Hundred and Fourteen (114) feet.

IT BEING a part of the same property conveyed to City of Petersburg, a Municipal Corporation by Deed of Gift from James Edward Whitley, Thomas Edward Whitley and Timothy James Whitley, dated January 16, 2002, and recorded May 16, 2002, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, as Instrument Number 020001957.

Tax Map Number 031-320023  
Assessed Value: \$6,900.00

**PARCEL THIRTY-SIX: 811 Halifax Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying in the City of Petersburg, Virginia, and described on a plat of said property dated October 22, 1955, made by A.C. Boisseau, Certified Surveyor, and described as follows: Beginning at a point on the west side of Halifax Street, said point being distance of 136 feet, more or less, south of the southern line of Short Alley (also known as Shore Alley), running thence along the west side of Halifax Street South 19 deg. 17' West 41.5 ft to a stake; running thence North 74 deg. 56' West 78.1 feet to a stake, running thence South 83 deg. 01' West 91.4 ft to a stake; running thence N. 3 deg. 26' west along a fence line 41.5 feet to an iron; running thence N. 89 deg. 15' East 95.6 feet to an iron; running thence South 81 deg. 14' East 88' to the point of beginning and being designated on said plat as No. 811 Halifax Street.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs.

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First Shelter Mortgage, et als", dated March 24, 2000, and recorded in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 637, Page 406.

Tax Map Number 030-240007  
Assessed Value: \$8,000.00

**PARCEL THIRTY-SEVEN: 334 Harrison Street, Petersburg, Virginia 23803**

All that certain lot, piece or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate in the City of Petersburg, Virginia, on the west side of Harrison Street, containing a front on said street 50 feet, and extending back 250 feet, more or less, and bounded on the north by the property now or formerly owned by William H. Drewry, and on the south by the property now or formerly owned by Robert Brunette; being known by current city street number as 334 Harrison Street.

IT BEING the same property conveyed to the City of Petersburg, a municipal corporation, by Deed from William F. Maywalt, dated April 17, 2003, and recorded April 29, 2003, in the aforesaid Clerk's Office as Instrument Number 030001815.

Tax Map Number 022-350010  
Assessed Value: \$6,900.00

**PARCEL THIRTY-EIGHT: 829 South Jones Street, Petersburg, Virginia 23803**

All that certain lot or parcel of land, with the improvements thereon and the appurtenances thereto belonging, lying, being and situate on the east side of Jones Street, in the City of Petersburg, Virginia, and designated as Lot No. Eight (8) on a plat of lots made by E.A. Pillow and filed in the Chancery Suit of "Atkinson vs. Peters, et al." in the Hustings Court of said City, and being designated by city street address as 829 South Jones Street.

IT BEING the same property conveyed to City of Petersburg, by Deed from T.O. Rainey, III, Special Commissioner in the Chancery Suit of "Commonwealth of Virginia, City of Petersburg, Virginia vs. Sylvester Sheppard, et al", dated June 28, 1999, and recorded August 18, 1999, in the Clerk's Office of the Circuit Court of the City of Petersburg, Virginia, in Deed Book 620, at Page 355.

Tax Map Number 030-240011  
Assessed Value: \$7,800.00

INSTRUMENT 202103563  
RECORDED IN THE CLERK'S OFFICE OF  
PETERSBURG CIRCUIT COURT ON  
OCTOBER 15, 2021 AT 02:57 PM  
MAYTEE E. PARHAM, CLERK  
RECORDED BY: JSM

20

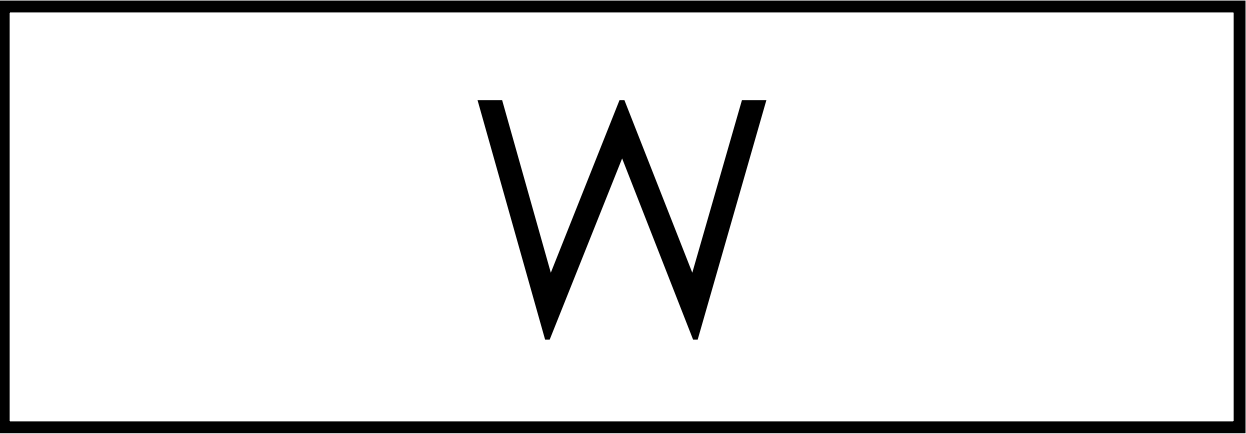
**PARCEL THIRTY-NINE: 151 St. Mark Street, Petersburg, VA 23803**

Right of First Refusal Agreement  
Dorsey Flats Homes  
Exhibit A Page 16 of 17



All that certain lot or parcel of land with the improvements thereon and appurtenances thereto, belonging, lying and being at the northeast corner of Diamond and St. Mark Streets, Petersburg, Virginia, and fronting 75 feet on Diamond Street and extending back between parallel lines 114 feet and being designated as Lot Number Five (5) on a plat annexed to a deed from Bernard Manor, Commissioner, dated September 27, 1888, and duly recorded in the Hustings Court of the City of Petersburg, Virginia, in Deed Book 51, page 32, the above described property being known, numbered and designated by current City of Petersburg, Virginia, Street number 151 St. Mark Street, Petersburg, Virginia.

Tax Map Number: 044-090016



W

Internet Safety Plan and  
Resident Information  
Form

## **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 always abide by the following Rules of Operation.

### ***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: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## **INTERNET SECURITY PLAN**

The internet service at \_\_\_\_\_ will have a rotating password that is only accessible to residents. The network router will be located 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.



## ***Cyber Security:***

# ***Internet and Acceptable Use Policy Template***

## ***A Non-Technical Guide***

***Essential for  
Business Managers  
Office Managers  
Property Managers  
Operations Managers***

This appendix is a supplement to the *Cyber Security: Getting Started Guide*, a non-technical reference essential for business managers, office managers, property managers and operations managers. This appendix is one of many which is being produced in conjunction with the *Guide* to help those in small business and agencies to further their knowledge and awareness regarding cyber security. For more information, visit:  
<http://www.dhSES.ny.gov/ocs/>.

## INTRODUCTION

Beacon Property Services, LLC Acceptable Use Policy specifies policy for the use of information resources and information technology systems. Enforcement of this acceptable use policy is consistent with the policies and procedures of this organization.

Being informed is a shared responsibility for all users of BPS information systems. Being informed means, for example:

- Knowing these acceptable use policies and other related rules and policies,
- Knowing how to protect your data and data that you are responsible for,
- Knowing how to use shared resources without damaging them,
- Knowing how to keep current with software updates,
- Knowing how to report a virus warning, a hoax, or other suspicious activity, and
- Participating in training.

## POLICY

Compliance with this policy is mandatory for all employees, tenants and contractors of this organization. This policy applies to all BPS information, computer systems and data that is used for official BPS business regardless of its location as well as all tenants using the provided network.

### 1. Authorized Use

Users must not use other users' passwords, user-ids, or accounts, or attempt to capture or guess other users' passwords. Users are also restricted from using business equipment for personal use, without authorization from your BPS. Users must not hide their identity for malicious purposes or assume the identity of another user. Tenants are authorized to use the network so long as compliance to rules, regulations and guidelines are maintained.

### 2. Privacy

User files may be subject to access by authorized employees of [insert your organization name here] during the course of official business. Accordingly, users should have no expectation of privacy and their activity may be monitored.

### 3. Restricted Access

Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization. Accordingly, users must not access without authorization: electronic mail, data, or programs, or information protected under state and federal laws. Users must not release another person's *restricted information*.

### 4. Proper Use of Resources

Users should recognize that computing resources are limited and user activities may have an impact on the entire network. They must not:

- misuse email — spread email widely (chain letter) and without good purpose ("spamming") or flood an individual, group, or system with numerous or large email messages ("bombing"), or
- use streaming audio, video or real time applications such as: stock ticker, weather monitoring or Internet radio.



## **5. Protecting Information and Shared Resources**

Users must:

- Follow established procedures for protecting files, including managing passwords, using *encryption* technology, and storing back-up copies of files.
- Protect the physical and electronic integrity of equipment, networks, software, and accounts on any equipment that is used for BPS business in any location.
- Not visit non-business related websites.
- Not open email from unknown senders or email that seems suspicious.
- Not knowingly introducing worms or viruses or other malicious code into the system nor disable protective measures (i.e., antivirus, spyware firewalls).
- Not install unauthorized software.
- Not send restricted or confidential data over the Internet or off your locally managed network unless appropriately encrypted.
- Not connect unauthorized equipment or media, which includes but is not limited to: laptops, thumb drives, removable drives, wireless access points, PDAs, and MP3 players.

## **6. Civility**

Users must not harass other users using computer resources, or make repeated unwelcome contacts with other users. Users must not display material that is inappropriate in an office environment consistent with BPS policies.

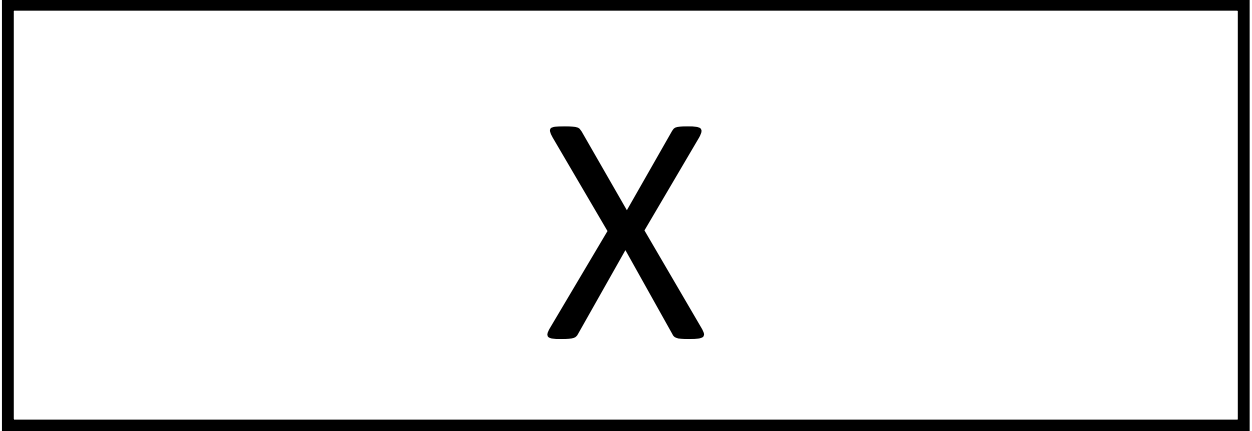
## **7. Applicable Laws**

Users must obey local, state, and federal laws including laws on copyright and other intellectual property laws.

## **Glossary**

Encryption –The cryptographic transformation of data to render it unintelligible through an algorithmic process using a cryptographic key.

Restricted Information – Pertains to information which is not public information, but can be disclosed to or used by organization representatives to carry out their duties, so long as there is no legal bar to disclosure.



X

# Marketing Plan

For units meeting accessibility requirements of HUD  
section 504

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

# Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing

U.S. Department of Housing  
and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013  
(exp. 8/31/2013)

1a. Project Name & Address (including City, County, State & Zip Code)	1b. Project Contract Number	1c. No. of Units
	1d. Census Tract	
	1e. Housing/Expanded Housing Market Area	

1f. Managing Agent Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1g. Application/Owner/Developer Name, Address (including City, County, State & Zip Code), Telephone Number & Email Address

1h. Entity Responsible for Marketing (check all that apply)

Owner      Agent      Other (specify)

Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address

1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State & Zip Code), Telephone Number & E-Mail Address.

2a. Affirmative Fair Housing Marketing Plan

Plan Type

Date of the First Approved AFHMP:

Reason(s) for current update:

2b. HUD-Approved Occupancy of the Project (check all that apply)

Elderly

Family

Mixed (Elderly/Disabled)

Disabled

2c. Date of Initial Occupancy

2d. Advertising Start Date

Advertising must begin *at least* 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects.

Date advertising began or will begin

**For existing projects, select below the reason advertising will be used:**

To fill existing unit vacancies

To place applicants on a waiting list (which currently has individuals)

To reopen a closed waiting list (which currently has individuals)

---

**3a. Demographics of Project and Housing Market Area**

Complete and submit Worksheet 1.

---

**3b. Targeted Marketing Activity**

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

White	American Indian or Alaska Native	Asian	Black or African American
Native Hawaiian or Other Pacific Islander		Hispanic or Latino	Persons with Disabilities
Families with Children	Other ethnic group, religion, etc. (specify)		

---

**4a. Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.

If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

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**4b. Proposed Marketing Activities: Community Contacts**

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

**4c. Proposed Marketing Activities: Methods of Advertising**

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

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**5a. Fair Housing Poster**

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

Rental Office	Real Estate Office	Model Unit	Other (specify)
---------------	--------------------	------------	-----------------

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**5b. Affirmative Fair Housing Marketing Plan**

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

Rental Office	Real Estate Office	Model Unit	Other (specify)
---------------	--------------------	------------	-----------------

---

**5c. Project Site Sign**

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

Rental Office	Real Estate Office	Model Unit	Entrance to Project	Other (specify)
---------------	--------------------	------------	---------------------	-----------------

The size of the Project Site Sign will be                      x

The Equal Housing Opportunity logo or slogan or statement will be                      x

---

**6. Evaluation of Marketing Activities**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.

**7a. Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

---

**7b. Staff Training and Assessment: AFHMP**

- (1) Has staff been trained on the AFHMP?
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?
  
- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
- (5) If yes, how and how often?

---

**7c. Tenant Selection Training/Staff**

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
  
- (2) What staff positions are/will be responsible for tenant selection?

---

**7d. Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.



**8. Additional Considerations** Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

**9. Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

D. Ralph Settle, II

04/11/2022

Name (type or print)

Title & Name of Company

**For HUD-Office of Housing Use Only**

Reviewing Official:

**For HUD-Office of Fair Housing and Equal Opportunity Use Only**

Approval

Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name  
(type  
or  
print)

Name  
(type  
or  
print)

Title

Title

Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

## INSTRUCTIONS:

**Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing**

### Part 1: Applicant/Respondent and Project

**Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau ([www.census.gov](http://www.census.gov)) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

### Part 2: Type of AFHMP

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.

### **Part 3 Demographics and Marketing Area.**

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

### **Part 4 - Marketing Program and Residency Preference (if any).**

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

**Please attach a copy of the advertising or marketing material.**

### **Part 5 – Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.**

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b -The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c -The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**

## **Part 6 - Evaluation of Marketing Activities.**

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

## **Part 7- Marketing Staff and Training.**

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

## **Part 8 - Additional Considerations.**

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

## **Part 9 - Review and Update.**

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

## **Notification of Intent to Begin Marketing.**

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities**  
(See AFHMP, Block 3b)

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

**Instructions:** For demographic data from the 2010 Census, please see <http://factfinder2.census.gov/main.html>. To find data by Census Tract, County, Metropolitan Statistical Area (MSA), or other level:

1. Click "Geographies" on the left.
2. Click the "Address" Tab and enter the address of the project and then click "GO".  
(\*To create a map of the area click the "Maps" tab\*)
3. Select the level of interest (Census Tract, County, MSA, or other) and then close the "Select Geographies" box.  
**(Do NOT select more than one level at a time)**
4. Click the first "Profile of General Population and Housing Characteristics: 2010" also known as DP-1.  
(Refer to the "Race" section "Total Population" subsection for breakdown of demographic characteristics)
5. Record the information in Worksheet 1 for that level, click "Back to Search" in the top left corner, then click "Clear all Selections" in the "Selections" Box in the top left corner.
6. Start process again to retrieve the next level of data (County, MSA, or other).

To collect information about the percentage of persons with disabilities repeat above steps 1 through 3 to select your level of interest (Census Tract, County, MSA, etc.) then:

1. Click "Topics" on the left.
2. Click "People".
3. Click "Disability" and then click the "Disability" link directly beneath it.
4. **For Census Tract-** Select the first "Disability Status by Sex: 2000" or QT-P21. Please note that the most recent information for census tract is from 2000. In this section report percent with a disability for both sexes for population 5 years and over.  
**For County or MSA-** Select the first "Selected Social Characteristics in the United States" or DP02 and report the percent of the total civilian noninstitutionalized population with a disability.
5. Record the information in Worksheet 1 and then click "Back to Search" in the top left corner, then click the "X" next to the level in the "Your Selections" box, but **KEEP "DISABILITY"** as a selection.
6. Repeat for next level of data (County, MSA, or other).

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

**Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)**

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

<b>Demographic Characteristics</b>	<b>Project's Residents</b> (as determined in Worksheet 1)	<b>Project's Applicant Data</b> (as determined in Worksheet 1)	<b>Census Tract</b> (as determined in Worksheet 1)	<b>Housing Market Area</b> (as determined in Worksheet 1)	<b>Expanded Housing Market Area</b> (as determined in Worksheet 1)	<b>Residency Preference Area</b> (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						



Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)

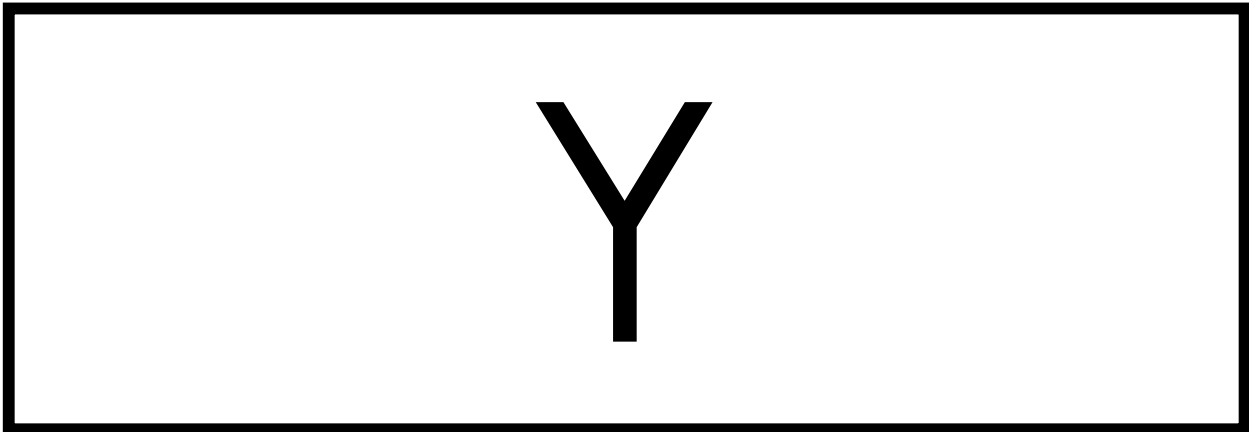
For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.
All	Sixth Mt Zion Baptist Church, 14 W Duval St, Richmond VA 23220, 804-648-7511 Donald Barker will be contacted in person to distribute brochures
All	St Paul's Episcopal Church 815 E Grace St, Richmond VA 23219 804-643-3589 x 5416 Hana Yun will be contacted in person to distribute brochures
All	Home Again Richmond 2 E Main St, Richmond VA 23219 804-908-4742 Anne Jones will be contacted in person to distribute brochures
All	Senior Connections 24 E Cary St, Richmond VA 23219 804-343-3000 Demetria Garden will be contracted by phone or email to distribute brochures.

Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

Targeted Population(s)→ Methods of Advertising ↓	Targeted Population:	Targeted Population:	Targeted Population:
<b>Newspaper(s)</b>			
<b>Radio Station(s)</b>			
<b>TV Station(s)</b>			
<b>Electronic Media</b>	all		
gosection8.com			
<b>Bulletin Boards</b>			
<b>Brochures, Notices, Flyers</b>			
<b>Other (specify)</b>			



Y

# Inducement Resolution for Tax Exempt Bonds

1. TEFRA Materials – Jan. 2021 / March 21.
2. PRHA TEFRA Final Vote: Jan / Feb 2022
3. Petersburg City TEFRA Resolution April, 2022

January 25, 2021

City Council  
City of Petersburg  
Petersburg, Virginia

**Petersburg Redevelopment and Housing Authority  
Proposed Financing for Dorsey Flats Apartments**

PB Petersburg Owner II LLC, a Virginia limited liability company (the "Borrower"), has requested that the Petersburg Redevelopment and Housing Authority (the "Authority"), issue up to \$15,000,000 of its revenue bonds (which may be structured as a conduit tax-exempt loan, the "Bonds") to assist the Borrower or an affiliated entity in financing or refinancing a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a multifamily residential rental housing project containing approximately 98 units, including approximately 50 units for seniors, to be known as Dorsey Flats Apartments, or such other name as agreed to by the Borrower and the Authority, as well as related community space and recreation facilities (collectively, the "Project") and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance"). The approximately 50 units for seniors will be located at 1000 Diamond Street, in the City of Petersburg, Virginia, formerly the Virginia Avenue Elementary School, and the other approximately 48 units will be located on 43 lots at the following addresses, all of which are in the City of Petersburg, Virginia:

500 St John Street  
612 Pegram Street  
151 St Mark Street  
709 Ann Street  
735 Halifax Street  
334 Harrison Street  
803 Jones Street S  
604 Shore Street  
425 West Street S  
715 West Street S  
449 Harding Street  
517 St Matthew Street  
716 Harding Street  
708-10 Kirkham Street  
724 Harding Street  
249 North Carolina Avenue  
808 Halifax Street

811 Halifax Street  
839-41 Jones Street S  
716 Kirkham Street  
742 Mount Airy Street  
829 Jones Street S  
742 Blick Street  
627 Harding Street  
804 Jones Street S  
135 Kentucky Avenue  
230 Kentucky Avenue  
712-14 Kirkham Street  
436 Byrne Street  
809 Jones Street S  
408 Shore Street  
415 St Matthew Street  
1004 Farmer Street  
852 Rome Street  
328 Shore Street  
322 Shore Street  
204 Kentucky Avenue  
521 St Mark Street  
725 Sterling Street  
731 West Street S  
919 Wythe Street W  
202 Kentucky Avenue  
151 Virginia Avenue

As set forth in the resolution of the Authority attached hereto (the "Resolution"), the Authority has agreed to issue the Bonds as requested. The Authority has conducted a public hearing (the "Public Hearing") on the proposed financing of the Plan of Finance and has recommended that you approve the issuance of the Bonds as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, Section 15.2-4906, as applicable to housing authorities, of the Code of Virginia of 1950, as amended (the "Virginia Code") and Section 36-19(9) of the Virginia Code.

Attached hereto is (1) a copy of the Resolution, (2) a certificate evidencing the conduct of the Public Hearing, (3) a summary of the comments expressed at the Public Hearing, (4) the fiscal impact statement required pursuant to Virginia Code Section 15.2-4907, as applicable to housing authorities and (5) the form of resolution suggested by counsel to evidence your approval.



Secretary, Petersburg Redevelopment and  
Housing Authority

### CERTIFICATE

The undersigned Secretary of the Petersburg Redevelopment and Housing Authority (the "Authority") certifies as follows:

1. A meeting of the Authority was duly called and held at 6:00 p.m. on January 25, 2021, before the Authority by electronic means, pursuant to proper notice given to each Commissioner of the Authority before such meeting. The meeting was open to the public, and the public was provided access to the below described public hearing by toll free telephone number. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chairman announced the commencement of a public hearing on the application of PB Petersburg Owner II LLC and a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the City of Petersburg, Virginia (the "Notice"), with the second publication appearing not less than six days nor more than twenty-one days prior to the hearing date. A copy of the Notice has been filed with the records of the Authority and is attached as Exhibit A.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of a resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Commissioners present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to the matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

5. Attached as Exhibit D is the applicant's Fiscal Impact Statement.

WITNESS my hand and the seal of the Authority, this 25<sup>th</sup> day of January, 2021.



Secretary, Petersburg Redevelopment and  
Housing Authority

[SEAL]

Exhibits:

A – Copy of Certified Notice

B – Summary of Statements

C – Resolution

D – Fiscal Impact Statement



EXHIBIT A

NOTICE OF PUBLIC HEARING

[See Attached]

AFFP

Public Notice

## **Affidavit of Publicat**

STATE OF THE                      SS  
COMMONWEALTH OF  
VIRGINIA }

Alice Coleman, being duly sworn, says:

That she is Legals Representative of the The Progress-  
Index, a daily newspaper of general circulation, printed  
and published in Petersburg, Petersburg City/ County, the  
Commonwealth of Virginia; that the publication, a copy of  
which is attached hereto, was published in the said

January 11, 2021, January 18, 2021

That said newspaper was regularly issued and circulated  
on those dates.

SIGNED:



Legals Representative

Subscribed to and sworn to me this 18th day of January  
2021.



Diane Gwaltney Ange, Accounts Receivable, Petersburg  
City/ County, the Commonwealth of Virginia

My commission expires: October 31, 2022

00030136 00511392

MARGARET DOLAN  
MCGUIREWOODS LLP  
GATEWAY PLAZA  
800 EAST CANAL STREET  
RICHMOND, VA 23219

#### Legal Notices

##### DEBT NOTICE

Any persons or firms with debts owed to or having just claim against the estate of MSG Soto, Lisa M., deceased, formerly of HHD, 244th QM BN, must contact 1LT Aaron Orgain, the Summary Court Martial Officer for the Soldier. Call 804-765-3408 or email [aaron.orgain.mil@mail.mil](mailto:aaron.orgain.mil@mail.mil)

#### Legal Notices

Jason Roy Raymond of Victoria va is petitioning Kaitlin sue Raymond for divorce, please contact me @ 434-321-9587 to sign and finalize the paperwork



Services

#### GET BETTER RESULTS



When you place your ad with a photo. Call today for pricing!  
**804-732-3456**

#### NOTICE OF PUBLIC HEARING BEFORE THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY ON PROPOSED PRIVATE ACTIVITY BOND FINANCING FOR DORSEY FLATS APARTMENTS

Notice is hereby given that the Petersburg Redevelopment and Housing Authority (the "Authority"), whose address is 128 South Sycamore Street, Petersburg, Virginia 23803, will hold a public hearing on the request of PB Petersburg Owner II LLC, a Virginia limited liability company (the "Borrower"), whose address is 1888 Main Street, Suite C163, Madison, MS 39110, for the issuance by the Authority of up to \$15,000,000 of its revenue bonds (the "Bonds") to finance or refinance a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a multifamily residential rental housing project containing approximately 98 units, including approximately 50 units for seniors, to be known as Dorsey Flats Apartments, as well as related community space and recreation facilities (collectively, the "Project") and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance"). The approximately 50 units for seniors will be located at 1000 Diamond Street, in the City of Petersburg, Virginia, formerly the Virginia Avenue Elementary School, and the other approximately 48 units will be located on 43 lots at the following addresses, all of which are in the City of Petersburg, Virginia:

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322 Shore Street  
204 Kentucky Avenue  
521 St Mark Street  
725 Sterling Street  
731 West Street S  
919 Wythe Street W  
202 Kentucky Avenue  
151 Virginia Avenue

The Project will meet the requirements of a qualified residential rental project within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended. The Project will be owned by the Borrower or another entity affiliated with and controlled by the Borrower.

The public hearing, which may be continued or adjourned, will be held at 6:00 p.m. on January 25, 2021, before the Board of Commissioners of the Authority. Due to the ongoing COVID-19 Pandemic, in accordance with applicable federal and Virginia law, the public hearing will be conducted through conference call. Members of the public may witness and participate in the public hearing by using the dial-in number and conference code set forth below.

DIAL-IN NUMBER: 1-866-292-2994

CONFERENCE CODE: 9562118259

The Bonds will not pledge the credit or the taxing power of the Authority or the City of Petersburg, Virginia, but will be payable solely from the revenues derived from the Borrower and pledged therefor.

The public hearing will provide an opportunity for interested persons to be heard and communications and writings to be received and considered. Interested persons wishing to express their views on the issuance of the Bonds may also submit written comments prior to the time of the hearing to the Authority's bond counsel, Michael W. Graff, Jr., Esq., 1750 Tysons Boulevard, Suite 1800, Tysons, Virginia 22102. The hearing shall provide the fullest opportunity for the expression of opinion, for argument on the merits, and for the introduction of documentary evidence pertinent to the issuance of the Bonds.

PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY

Advised: January 11, 2021, and January 18, 2021

# SERVICE GUIDE

Call 732-3456 to advertise your business  
[www.progress-index.com](http://www.progress-index.com)

#### SERVICE DIRECTORY

#### Home Improvements

#### Power Washing

#### Carpet Cleaning

##### Mister Bill's Carpet

#### Dry Foam Cleaning

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#### Drywall

##### BISHOP'S DRYWALL

**Hang & Finish:**  
Houses, Garages & Room Additions. Patchwork. Plaster Repair. Sprayed and Textured Ceilings. Licensed and Insured!

FREE ESTIMATES  
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#### NEED TO SELL SOMETHING?

The Progress-Index Classifieds Can Get

##### YOU

Results!

Call 804-732-3456 Today To Get Started!

#### Grass Cutting

##### Tri-City Lawn Service

Complete Lawn Care. Residential or Commercial. Weekly, Bi-Weekly. Mowing, Aerating, Mulching, Flower Beds, Bush Hogging, Leaf Removal, Stump Grinding. Licensed and Insured. Snow Removal. Free Estimates.

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##### The Progress-Index

Call: 804-732-3456 or email: [classifieds@progress-index.com](mailto:classifieds@progress-index.com)

#### Land Care Pro's Inc

We Offer:  
Pruning & Planting  
Aerating  
Grass Cutting  
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Dump Truck services

Mulch Yard Now Open To The Public

804 - 350 - 5095  
[www.landcareprosin.com](http://www.landcareprosin.com)

#### Need Some Fast Cash?



#### SELL SOME "STUFF" WITH A

##### The Progress-Index

CLASSIFIED AD 804-732-3456  
[classifieds@progress-index.com](mailto:classifieds@progress-index.com)

#### Kegley's Tree Service

Specializing in Large Tree Removal, Crane Service Available. Licensed and Insured. Free Estimates

804-720-8321  
804-720-8207

## EXHIBIT B

### SUMMARY OF STATEMENTS

Representatives of PB Petersburg Owner II LLC and McGuireWoods LLP, bond counsel, appeared before the Authority to explain the proposed plan of financing. No one appeared in opposition to the proposed bond issue.

EXHIBIT C

RESOLUTION

[See Attached]

PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY

PROPOSED RESOLUTION

Meeting Date: January 25, 2021

Agenda Item No. \_\_\_\_\_

TITLE: INDUCEMENT RESOLUTION REGARDING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 98-UNIT DORSEY FLATS APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF PETERSBURG, VIRGINIA

RESOLUTION:

**WHEREAS**, the Petersburg Redevelopment and Housing Authority (the "Authority") is empowered, pursuant to the Virginia Housing Authorities Law, Chapter 1, Title 36 (the "Act") of the Code of Virginia of 1950, as amended (the "Virginia Code"), to issue its bonds for the purpose, among others, of financing the Plan of Finance (as hereinafter defined), located within the territorial boundaries of the City of Petersburg, Virginia (the "City"); and

**WHEREAS**, PB Petersburg Owner II LLC (the "Borrower") has requested the Authority to agree to issue its multifamily residential rental housing revenue bonds under the Act in an amount not to exceed \$15,000,000 (which may be structured as a conduit tax-exempt loan, the "Bonds"), the proceeds of which will be used to finance or refinance a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a multifamily residential rental housing project containing approximately 98 units, including approximately 50 units for seniors, to be known as Dorsey Flats Apartments, as well as related community space and recreation facilities (collectively, the "Project") and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance"). The approximately 50 units for seniors will be located at 1000 Diamond Street, in the City of Petersburg, Virginia, formerly the Virginia Avenue Elementary School, and the other approximately 48 units will be located on 43 lots at the following addresses, all of which are in the City of Petersburg, Virginia:

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328 Shore Street  
322 Shore Street  
204 Kentucky Avenue  
521 St Mark Street  
725 Sterling Street  
731 West Street S  
919 Wythe Street W  
202 Kentucky Avenue  
151 Virginia Avenue

**WHEREAS**, the Project shall be established and maintained as a "qualified residential rental project" within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, preliminary plans for the Plan of Finance have been described to the Authority and a public hearing (the "Public Hearing") has been held on January 25, 2021, with respect to the Plan of Finance and the Bonds in accordance with Section 147(f) of the Code and Section 15.2-4906, as applicable to housing authorities, of the Virginia Code; and

**WHEREAS**, the Public Hearing described in the immediately preceding paragraph was held telephonically in accordance with Internal Revenue Service Revenue Procedure 2020-21, as modified by Internal Revenue Service Revenue Procedure 2020-49, and the Commonwealth of Virginia's budget bill for the biennium ending June 30, 2022, as the Governor of the

Commonwealth of Virginia has issued Executive Order Fifty-One (2020), as amended, declaring a state of emergency, and the nature of such emergency makes it impracticable or unsafe for the Board of Commissioners of the Authority to assemble in a single location; and

**WHEREAS**, the Authority has determined that it is in the best interest of the Authority to issue its tax-exempt revenue bonds pursuant to the Act, in such amounts as may be necessary to finance the Plan of Finance, and in connection therewith to obtain tax credits for the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY THAT:**

1. The foregoing recitals are approved by the Authority and are incorporated in, and deemed a part of, this resolution.

2. It is hereby found and determined that the Plan of Finance will further the public purposes of the Act by assisting in providing housing to low and moderate income persons in the City.

3. It is hereby found and determined that the Project will constitute a "residential building" as that term is defined in the Act.

4. To induce the Borrower to undertake the Plan of Finance and maintain the Project as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, the Authority hereby agrees, subject to approvals required by applicable law, to assist the Borrower in financing the Plan of Finance, including the financing of reserve funds as permitted by applicable law, by undertaking the issuance of (and hereby declares its official intent to issue) its tax-exempt multifamily housing revenue bonds therefor in the maximum principal amount not to exceed \$15,000,000 upon the terms and conditions to be mutually agreed upon between the Authority and the Borrower. The Bonds shall be issued in form and pursuant to terms to be set by the Authority. The Bonds may be issued in one or more series at one time or from time to time, and the Bonds of any such series may be either taxable or tax-exempt for purposes of federal income taxation.

5. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds and the undertaking of the Plan of Finance are hereby ratified, approved and confirmed.

6. The Authority hereby designates McGuireWoods LLP, Tysons, Virginia, to serve as bond counsel ("Bond Counsel") and hereby appoints such firm to supervise the proceedings and approve the issuance of the Bonds.

7. The Authority hereby agrees, if requested, to accept the recommendation of the Borrower with respect to the appointment of a placement agent or underwriter for the sale of Bonds pursuant to terms to be mutually agreed upon.

8. The Borrower agrees to indemnify and save harmless the Authority, its officers, commissioners, employees and agents from and against all liabilities, obligations, claims,

damages, penalties, losses, costs and expenses in any way connected with the issuance and sale of the Bonds.

9. All costs and expenses in connection with the Plan of Finance, including the fees and expenses of the Authority (including, without limitation, any application fee and/or origination fee), Bond Counsel, counsel for the Authority and any placement agent or underwriter for the sale of the Bonds shall be paid from the proceeds of the Bonds (but only to the extent permitted by applicable law) or by the Borrower. If for any reason such Bonds are not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

10. The Bonds shall be limited obligations of the Authority and shall be payable solely out of revenues, receipts and payments specifically pledged therefor. Neither the commissioners, officers, agents or employees of the Authority, past, present and future, nor any person executing the Bonds, shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds shall not be deemed to constitute a general obligation debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority or the City (and the Bonds shall so state on their face), and neither the Commonwealth of Virginia nor any such political subdivision thereof shall be personally liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than the special funds and sources provided therefor. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia, or any political subdivision thereof, shall be pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

11. The Authority (including its officers, commissioners, employees and agents) shall not be liable and hereby disclaims all liability to the Borrower and all other persons or entities for any damages, direct or consequential, resulting from the issuance of the Bonds or failure of the Authority to issue the Bonds for any reason. Any obligation of the Authority to exercise its powers in the City to issue the Bonds as requested by the Borrower is contingent upon the satisfaction of all legal requirements and the Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue Bonds for the Plan of Finance for any reason, including but not limited to, the failure of the City Council of the City (the "City Council") to approve the issuance of the Bonds.

12. The Authority recommends that the City Council approve the issuance of the Bonds.

13. The Secretary of the Authority is authorized and directed to deliver to the City Council (1) a reasonably detailed summary of the comments, if any, expressed at the public hearing, (2) a fiscal impact statement concerning the Plan of Finance and (3) a copy of this resolution.

14. The Chairman or Secretary of the Authority, or the designee of either of them, is hereby authorized to request an allocation or allocations of the State Ceiling (as defined in Section 15.2-5000 of the Virginia Code) in accordance with the applicable provisions of the Virginia Code

and any regulations or executive orders issued thereunder. All costs incurred by the Authority, if any, in connection with such proceeding shall be paid for by the Borrower.

15. No Bonds may be issued pursuant to this resolution until such time as (a) the issuance of the Bonds has been approved by the City Council, (b) the Bonds have received an allocation or allocations of the State Ceiling in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder, and (c) the final terms and details of the Bonds have been approved by subsequent resolution of the Authority.

16. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds or the creditworthiness of the Plan of Finance of the Borrower.

17. The Authority confirms the findings and determinations contained in the recitals to this Resolution setting forth the reason for the need to meet by electronic means without requiring the Board of Commissioners to physically assemble at one location during the current declared state of emergency by the Governor of the Commonwealth of Virginia arising from COVID-19.

18. This resolution shall take effect immediately upon its adoption.

Adopted: January 25, 2021

EXPLANATION: This is an inducement resolution giving the Petersburg Redevelopment and Housing Authority's ("PRHA") preliminary approval to the proposed bond financing of the Dorsey Flats Apartments. It allows the Borrower to go forward with the proposed bond financing project; however, no bonds can be issued before the City Council approval, the obtaining of volume cap allocation from the state ceiling administered by the Virginia Department of Housing and Community Development and the adoption of a final bond resolution by PRHA at a subsequent meeting which will approve the substantially final bond documents and the overall parameters of the bond issue (i.e. the principal amount, the term and the interest rate of the bonds).

January 25, 2021

### CERTIFICATE OF VOTES

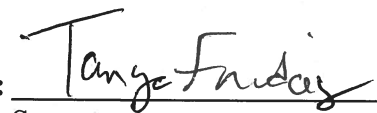
Record of the roll-call vote by the Petersburg Redevelopment and Housing Authority, upon reading on a resolution titled **"INDUCEMENT RESOLUTION REGARDING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 98-UNIT DORSEY FLATS APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF PETERSBURG, VIRGINIA"** taken at a meeting of the Authority held on January 25, 2021:

	AYE	NAY	ABSTAIN	ABSENT
Leonard Muse, Chair	X			
Mary S. Howard, Vice-Chair	X			
Linda Poe	X			
Kim Potts			X	
Joseph Dickens	X			
Trisha Brown	X			

Dated: January 25, 2021

(SEAL)

  
Chairman, Petersburg Redevelopment and  
Housing Authority

ATTEST:   
Secretary

The undersigned Secretary of the Petersburg Redevelopment and Housing Authority hereby certifies that the foregoing is a true, correct, and complete copy of a Resolution adopted by the Authority's commissioners present and voting at a meeting duly called and held on January 25, 2021, in accordance with law, and that such Resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Authority this 25<sup>th</sup> day of January, 2021.

**PETERSBURG REDEVELOPMENT  
AND HOUSING AUTHORITY**


By:   
Secretary

EXHIBIT D

FISCAL IMPACT STATEMENT

[See Attached]



FISCAL IMPACT STATEMENT  
FOR PROPOSED BOND FINANCING

Date: January 25, 2021

Applicant: PB Petersburg Owner II LLC

Facility: Multifamily Housing Facility in the City of Petersburg, Virginia to be known as the Dorsey Flats Apartments

- |    |   |  |
|----|---|--|
| 1. | Maximum amount of financing sought.   | \$15,000,000                               |
| 2. | Estimated taxable value of the facility's real property to be constructed in the locality.                              | \$6,200,000                                |
| 3. | Estimated real property tax per year using present tax rates.   | \$94,000                                   |
| 4. | Estimated personal property tax per year using present tax rates.   | \$0  |
| 5. | Estimated merchants' capital tax per year using present tax rates.  | \$0  |
| 6. | (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.        | \$0  |
|    | (b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.    | \$0  |
|    | (c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.     | \$0  |
|    | (d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality. | \$0  |
| 7. | Estimated number of regular employees on year round basis.  | During Construction: 72,<br>Permanently: 4 |
| 8. | Average annual salary per employee.   | \$45,000                                   |

  
Chairman, Petersburg Redevelopment and Housing Authority  
Leonard A. Muse

**RESOLUTION APPROVING THE ISSUANCE BY THE  
PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY OF ITS  
MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION,  
CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING  
OF THE APPROXIMATELY 98-UNIT DORSEY FLATS APARTMENTS  
MULTIFAMILY HOUSING FACILITY LOCATED IN THE  
CITY OF PETERSBURG, VIRGINIA**

WHEREAS, the Petersburg Redevelopment and Housing Authority (the "Authority") is authorized to advertise and hold public hearings relative to the issuance of private activity bonds; and

WHEREAS, the Authority has considered the application of PB Petersburg Owner II LLC, a Virginia limited liability company (the "Borrower"), requesting that the Authority issue up to \$15,000,000 of its revenue bonds (the "Bonds") to assist the Borrower or an affiliated entity in financing or refinancing a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a multifamily residential rental housing project containing approximately 98 units, including approximately 50 units for seniors, to be known as Dorsey Flats Apartments, or such other name as agreed to by the Borrower and the Authority, as well as related community space and recreation facilities (collectively, the "Project") and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance"). The approximately 50 units for seniors will be located at 1000 Diamond Street, in the City of Petersburg, Virginia, formerly the Virginia Avenue Elementary School, and the other approximately 48 units will be located on 43 lots at the following addresses, all of which are in the City of Petersburg, Virginia:

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612 Pegram Street  
151 St Mark Street  
709 Ann Street  
735 Halifax Street  
334 Harrison Street  
803 Jones Street S  
604 Shore Street  
425 West Street S  
715 West Street S  
449 Harding Street  
517 St Matthew Street  
716 Harding Street  
708-10 Kirkham Street  
724 Harding Street  
249 North Carolina Avenue  
808 Halifax Street  
811 Halifax Street  
839-41 Jones Street S

716 Kirkham Street  
742 Mount Airy Street  
829 Jones Street S  
742 Blick Street  
627 Harding Street  
804 Jones Street S  
135 Kentucky Avenue  
230 Kentucky Avenue  
712-14 Kirkham Street  
436 Byrne Street  
809 Jones Street S  
408 Shore Street  
415 St Matthew Street  
1004 Farmer Street  
852 Rome Street  
328 Shore Street  
322 Shore Street  
204 Kentucky Avenue  
521 St Mark Street  
725 Sterling Street  
731 West Street S  
919 Wythe Street W  
202 Kentucky Avenue  
151 Virginia Avenue

WHEREAS, the Authority has held a public hearing in connection with the Plan of Finance on January 25, 2021 (the "Public Hearing"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of such bonds; and

WHEREAS, the Authority issues its bonds on behalf of the City of Petersburg, Virginia (the "City") and the Project is located in the City; and

WHEREAS, the Authority, as the issuing governmental unit with respect to the Bonds, has no applicable elected representative, the City constitutes the next highest governmental unit with such a representative, and the members of the City Council of the City (the "Council") constitute the applicable elected representatives of the City; and

WHEREAS, the Authority has recommended that the Council approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, a certificate of the Public Hearing, a summary of the statements expressed at the Public Hearing and the fiscal impact statement concerning the Plan of Finance have been filed with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

1. The Council approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code, Section 15.2-4906, as applicable to housing authorities, of the Code of Virginia of 1950, as amended (the "Virginia Code") and Section 36-19(9) of the Virginia Code to permit the Authority to assist in the financing of the Plan of Finance.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Finance or the Borrower.

3. The Bonds shall provide that neither the City nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the City or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

4. In adopting this resolution, the City, including its elected representatives, officers, employees and agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.

5. This resolution shall take effect immediately upon its adoption.

Adopted by the City Council of the City of Petersburg, Virginia this \_\_\_\_ day of \_\_\_\_\_, 2021.

## CERTIFICATE

Record of the roll-call vote by the City Council of the City of Petersburg, Virginia, upon reading on a resolution titled "**RESOLUTION APPROVING THE ISSUANCE BY THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 98-UNIT DORSEY FLATS APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF PETERSBURG, VIRGINIA,**" taken at a meeting of the City Council held on \_\_\_\_\_, 2021:

	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Hon. Samuel Parham, Mayor				
Hon. Annette Smith-Lee, Vice Mayor				
Hon. Treska Wilson-Smith				
Hon. Darrin Hill				
Hon. Charlie Cuthbert				
Hon. W. Howard Myers				
Hon. John A. Hart, Sr.				

Dated: \_\_\_\_\_, 2021

### CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA

The undersigned Clerk of the City Council of the City of Petersburg, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the City Council at its meeting duly called and held on \_\_\_\_\_, 2021, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

**WITNESS** my hand and the seal of the City of Petersburg, Virginia this \_\_\_\_ day of \_\_\_\_\_, 2021.

[SEAL]

\_\_\_\_\_  
Clerk, City Council of the City of  
Petersburg, Virginia

**RESOLUTION OF THE PETERSBURG REDEVELOPMENT AND HOUSING  
AUTHORITY AUTHORIZING AND APPROVING THE ISSUANCE OF  
MULTIFAMILY HOUSING REVENUE BONDS OR NOTES FOR THE BENEFIT OF  
PB PETERSBURG OWNER II LLC IN AN AMOUNT NOT TO EXCEED \$15,000,000  
AND THE EXECUTION OF RELATED DOCUMENTS**

**RESOLUTION #012422-01**

**WHEREAS**, pursuant to the Virginia Housing Authorities Law, Chapter 1, Title 36 (the "Act") of the Code of Virginia of 1950, as amended (the "Virginia Code"), the Petersburg Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the "Authority"), is authorized to exercise all the powers set forth in the Act, which include, among other things, the power, within its area of operation or as otherwise permitted under Section 36-23 of the Act, to make loans for assistance in planning, development, acquisition, rehabilitation, construction and equipping of facilities used primarily for multifamily residences in order to promote decent, safe and sanitary housing in the Commonwealth of Virginia (the "Commonwealth"), to issue its revenue bonds or notes from time to time for such purposes and to pledge all or any part of its revenues derived by the Authority in connection with any such loans made by the Authority to secure the payment of such revenue bonds or notes; and

**WHEREAS**, at the request of PB Petersburg Owner II LLC, a Virginia limited liability company (the "Borrower") or a party related to the Borrower, the Authority: (a) adopted a preliminary resolution on January 25, 2021 (the "Inducement Resolution") authorizing the issuance of its multifamily housing revenue bonds or notes, in one or more series (as described below, the "Bonds"), the proceeds of which will be used to make a loan to the Borrower to assist the Borrower in financing or refinancing a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a multifamily residential rental housing project containing approximately 98 units, including approximately 50 units for seniors, to be known as Dorsey Flats, as well as related community space and recreation facilities (collectively, the "Project") and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance"). The approximately 50 units for seniors will be located at 1000 Diamond Street, in the City of Petersburg, Virginia (the "City"), formerly the Virginia Avenue Elementary School, and the other approximately 48 units will be located on 38 lots at the following addresses, all of which are in the City:

612 Pegram Street  
151 St. Mark Street  
709-711 Ann Street  
735 Halifax Street  
334 Harrison Street  
803 South Jones Street  
604 Shore Street  
425 South West Street  
715 South West Street  
517 St. Matthew Street  
716 Harding Street



708-710 Kirkham Street  
249 North Carolina Avenue  
808 Halifax Street  
811 Halifax Street  
839-841 South Jones Street  
716 Kirkham Street  
742 Mount Airy Street  
829 South Jones Street  
742 Blick Street  
627 Harding Street  
804 South Jones Street  
135 Kentucky Avenue  
712-714 Kirkham Street  
809 South Jones Street  
408 Shore Street  
415 St. Matthew Street  
1004 Farmer Street  
852 Rome Street  
328 Shore Street  
322 Shore Street  
204 Kentucky Avenue  
521 St. Mark Street  
725 Sterling Street  
731 South West Street  
919 Wythe Street W  
202 Kentucky Avenue  
151 Virginia Avenue

and (b) held a public hearing on January 25, 2021, in accordance with the Act and Section 15.2-4906 of the Virginia Code, as applicable to housing authorities, and as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, on March 16, 2021, the City Council of the City (the "City Council") approved the issuance of the Bonds by the Authority as required by Section 147(f) of the Code and Section 15.2-4906 of the Virginia Code, as applicable to housing authorities; and

**WHEREAS**, the Bonds will be issued pursuant to a Funding Loan Agreement (the "Funding Loan Agreement"), to be dated as of the first day of the month in which it is executed and delivered, among the Authority, Merchants Bank of Indiana, as initial funding lender, and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"); and

**WHEREAS**, the Bonds will be limited obligations of the Authority, the principal of and premium, if any, and interest on which will be payable solely out of the receipts and revenues of the Authority from a Project Loan Agreement (the "Project Loan Agreement"), to be dated as of the first day of the month in which it is executed and delivered, among the Authority, the Fiscal Agent and the Borrower; and

**WHEREAS**, at the request of the Borrower, the Authority desires to approve the final terms and details of the Bonds; and

**WHEREAS**, the foregoing arrangements will be reflected in the following documents (the "Bond Documents") which have been prepared or reviewed by bond counsel to the Authority ("Bond Counsel") and presented to the Authority for its approval:

- (a) the Funding Loan Agreement (including the Bonds, in the form of the Bond attached thereto as Exhibit A – Form of Governmental Note); and
- (b) the Project Loan Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY THAT:**

1. The issuance of the Bonds in the aggregate principal amount of up to \$15,000,000 pursuant to the Funding Loan Agreement, consisting of the Authority's multifamily note substantially in the form and with substantially the terms provided in Exhibit A to the Funding Loan Agreement is hereby authorized and approved. The Chair and Vice-Chair of the Authority, either of whom may act alone (the "Authorized Official") are each hereby authorized and directed to execute the Bonds, which shall bear interest at the rates (which may be variable or fixed), shall mature on such dates and shall be subject to redemption at such times as are set forth in the Bond Documents. The Authorized Official is hereby authorized to approve the final terms of the Bonds; provided that (a) the interest rate, or initial interest rate if the Bonds are issued as variable rate Bonds, borne by the Bonds shall not exceed the lesser of twelve percent (12%) per annum and the maximum rate of interest permitted by law, (b) the final maturity of the Bonds shall not be later than forty (40) years after the date of the initial issuance of the Bonds, and (c) the aggregate principal amount of the Bonds shall not exceed \$15,000,000. Such approvals shall be evidenced conclusively by the execution and delivery of the Bonds.

2. Each of the Bond Documents and the Bonds shall be in substantially the same forms as submitted to this meeting, which are hereby approved, with such completions, omissions, insertions and changes (including, without limitation, changes of the dates thereof and the captions of the Bonds) as may be approved by the Authorized Official executing them, his or her execution to constitute conclusive evidence of the approval of any such completions, omissions, insertions and changes. The execution, delivery and performance by the Authority of the Bonds and the Bond Documents are hereby authorized and directed.

3. The Authorized Official is hereby authorized and directed to execute on behalf of the Authority, and to deliver the Bonds, the Bond Documents and such other agreements, certificates, documents and instruments, and to do and perform such things and acts, as are authorized hereby or contemplated by the Bond Documents, and, if required, the Secretary or any Assistant Secretary of the Authority is authorized and directed to affix the seal of the Authority to the Bonds, the Bond Documents and such other agreements, certificates, documents and instruments and to attest such seal. The signatures of the Authorized Official and the Secretary or any Assistant Secretary and the seal of the Authority on the Bonds may be by facsimile.

4. The Authorized Official is hereby authorized and directed to execute and deliver on behalf of the Authority such other agreements, certificates, documents and instruments (including, without limitation, Internal Revenue Service Form 8038, assignments and tax agreements and certificates) and to do and perform such other things and acts, as shall be necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bonds, the Bond Documents or such other agreements, certificates, documents and instruments. All of the foregoing previously done or performed on behalf of the Authority are in all respects hereby approved, ratified and confirmed.

5. Any authorization herein to execute a document shall include authorization to change the date of such document, record such document where appropriate and to deliver it to the other parties thereto.

6. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the undertaking of the Project are hereby approved and confirmed.

7. All costs and expenses in connection with the Project, including the fees and expenses of the Authority related to the issuance and sale of the Bonds (including without limitation, any application fee, origination fee and annual administrative fee) and the fees and expenses of Bond Counsel, counsel for the Authority and any placement agent for or purchaser of the Bonds and their counsel, shall be paid from the proceeds of the Bonds or from moneys provided by the Borrower. If for any reason the Bonds are not issued, it is understood that all such costs and expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

8. The Borrower has agreed in the Project Loan Agreement to indemnify and hold harmless the Authority, its officers, commissioners, employees and agents from and against all liabilities, claims, damages, losses, costs and expenses in any way connected with the issuance and sale of the Bonds.

9. The Bonds shall be limited obligations of the Authority and shall be payable solely out of the revenues, receipts and payments specifically pledged therefor. Neither the commissioners, officers, agents or employees of the Authority nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. No commissioners, member, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by such person pursuant to the Bonds, the Bond Documents or the Act or any of the transactions contemplated thereby.

10. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower. The Bonds will not constitute a debt or pledge of the faith and credit of the Commonwealth or the City and neither the Commonwealth, nor any political subdivision thereof, nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from revenues and money pledged therefor. Neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof, including the City and the Authority,

will be pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

11. No Bonds may be issued pursuant to this Resolution until such time as the Bonds have received an allocation or allocations of the State Ceiling (as defined in Section 15.2-5000 of the Virginia Code) in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder.

12. This resolution shall take effect immediately upon its adoption.



## CERTIFICATE

Record of the roll-call vote by the Petersburg Redevelopment and Housing Authority (the "Authority") upon reading on a resolution titled **"RESOLUTION OF THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING AND APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS OR NOTES FOR THE BENEFIT OF PB PETERSBURG OWNER II LLC IN AN AMOUNT NOT TO EXCEED \$15,000,000 AND THE EXECUTION OF RELATED DOCUMENTS,"** taken at a meeting of the Authority held on January 24, 2022:

	AYE	NAY	ABSTAIN	ABSENT
Leonard Muse, Chair	X			
Mary S. Howard, Vice-Chair		X		
Dianne Harley	X			
Linda Poe	X			
Kim Potts	X			
Joseph Dickens	X			
Trisha Brown		X		

The undersigned Secretary of the Authority certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on February 28, 2022, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 28<sup>th</sup> day of February 2022.

 2/28/2022  2/28/2022  
Leonard A. Muse                      Date                      Nathaniel Pride                      Date  
Chairman    Secretary/Treasurer

(SEAL)

**RESOLUTION APPROVING THE ISSUANCE BY THE  
PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY OF ITS  
MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION,  
CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING  
OF THE APPROXIMATELY 98-UNIT DORSEY FLATS APARTMENTS  
MULTIFAMILY HOUSING FACILITY LOCATED IN THE  
CITY OF PETERSBURG, VIRGINIA**

WHEREAS, the Petersburg Redevelopment and Housing Authority (the "Authority") has considered the application of PB Petersburg Owner II LLC, a Virginia limited liability company ("PB Petersburg II"), and PB Petersburg Owner IV LLC, a Virginia limited liability company ("PB Petersburg IV," and together with PB Petersburg II, the "Borrowers"), requesting that the Authority issue up to \$15,000,000 of its revenue bonds, tax-exempt loans or notes, in one or more series (collectively, the "Bonds") to assist the Borrowers or an affiliated entity in financing or refinancing a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a multifamily residential rental housing project containing approximately 98 units, including approximately 50 units for seniors, as well as related community space and recreation facilities (collectively, the "Project") and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance"). The approximately 50 units for seniors to be known as Virginia Avenue School (the "Apartments Project") will be located at 1000 Diamond Street, in the City of Petersburg, Virginia, formerly the Virginia Avenue Elementary School, and the other approximately 48 units to be known as Dorsey Flats (the "Homes Projects") will be located on 38 lots at the following addresses, all of which are in the City of Petersburg, Virginia:

612 Pegram Street  
151 St. Mark Street  
709-711 Ann Street  
735 Halifax Street  
334 Harrison Street  
803 South Jones Street  
604 Shore Street  
425 South West Street  
715 South West Street  
517 St. Matthew Street  
716 Harding Street  
708-710 Kirkham Street  
249 North Carolina Avenue  
808 Halifax Street  
811 Halifax Street  
839-841 South Jones Street  
716 Kirkham Street  
742 Mount Airy Street  
829 South Jones Street  
742 Blick Street  
627 Harding Street



804 South Jones Street  
135 Kentucky Avenue  
712-714 Kirkham Street  
809 South Jones Street  
408 Shore Street  
415 St. Matthew Street  
1004 Farmer Street  
852 Rome Street  
328 Shore Street  
322 Shore Street  
204 Kentucky Avenue  
521 St. Mark Street  
725 Sterling Street  
731 South West Street  
919 Wythe Street W  
202 Kentucky Avenue  
151 Virginia Avenue

WHEREAS, the City Council of the City of Petersburg, Virginia (the "Council") has held a public hearing in connection with the Plan of Finance on April 19, 2022 (the "Public Hearing"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of such bonds; and

WHEREAS, the City of Petersburg, Virginia (the "City") by and through its duly elected City Council has jurisdiction over the Authority, which serves as issuer of the private activity bonds being issued, and over the area in which the project being financed with the proceeds of such private activity bonds is located; and

WHEREAS, by resolution adopted on March 16, 2021, by the City Council, public approval of the issuance of the Bonds was obtained as required by Section 147(f) of the Code and Section 15.2-4906 of the Virginia Code (as hereinafter defined), as applicable to housing authorities;

WHEREAS, upon the expiration of one year from the date of such public approval, the Code and the regulations of the U.S. Department of the Treasury promulgated thereunder, require a subsequent public hearing be held and public approval be obtained;

WHEREAS, the Authority has recommended that the Council approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds and the fiscal impact statement concerning the Plan of Finance have been filed with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA:

1. The Council approves the issuance of the Bonds by the Authority for the benefit of the Borrowers, as required by Section 147(f) of the Code, Section 15.2-4906, as applicable to housing authorities, of the Code of Virginia of 1950, as amended (the "Virginia Code") and Section 36-19(9) of the Virginia Code to permit the Authority to assist in the financing of the Plan of Finance.
2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Finance or the Borrower.
3. The Bonds shall provide that neither the City nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the City or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.
4. In adopting this resolution, the City, including its elected representatives, officers, employees and agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.
5. This resolution shall take effect immediately upon its adoption.

Adopted by the City Council of the City of Petersburg, Virginia this 19th day of April, 2022.

## CERTIFICATE

Record of the roll-call vote by the City Council of the City of Petersburg, Virginia, upon reading on a resolution titled "**RESOLUTION APPROVING THE ISSUANCE BY THE PETERSBURG REDEVELOPMENT AND HOUSING AUTHORITY OF ITS MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 98-UNIT DORSEY FLATS APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF PETERSBURG, VIRGINIA,**" taken at a meeting of the City Council held on April 19, 2022:

	AYE	NAY	ABSTAIN	ABSENT
Hon. Samuel Parham, Mayor				
Hon. Annette Smith-Lee, Vice Mayor				
Hon. Treska Wilson-Smith				
Hon. Darrin Hill				
Hon. Charlie Cuthbert				
Hon. W. Howard Myers				
Hon. Arnold Westbrook, Jr.				

Dated: \_\_\_\_\_, 2022

CITY COUNCIL OF THE CITY OF PETERSBURG, VIRGINIA

The undersigned Clerk of the City Council of the City of Petersburg, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the City Council at its meeting duly called and held on April 19, 2022, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

**WITNESS** my hand and the seal of the City of Petersburg, Virginia this 19th day of April, 2022.

[SEAL]

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Clerk, City Council of the City of  
Petersburg, Virginia